REQUEST FOR PROPOSALS

RFP NUMBER: 0A06003
DATE ISSUED: August 11, 2005

The State of Ohio, through the Ohio Office of Information Technology, Investment and Governance Division, for the Department of Job and Family Services is requesting proposals for:

Medicaid EDI Translation System

INQUIRY PERIOD BEGINS:	**August 11, 2005**
INQUIRY PERIOD ENDS:	**August 29, 2005**
OPENING DATE:	**September 1, 2005**
OPENING TIME:	**11:00 A.M.**
OPENING LOCATION:	**Office of Information Technology Contract Management Bid Room 30 East Broad Street, 40th Floor Columbus, Ohio 43215**

This RFP consists of five (5) Parts and Eleven (11) Attachments, totaling 154 consecutively numbered pages. Supplements are also attached to the RFP with a beginning header page and an ending trailer page. Please verify that you have a complete copy.

PART ONE: EXECUTIVE SUMMARY

Purpose. This is a Request for Competitive Sealed Proposals ("RFP") under Sections 125.071 and 125.18 of the Ohio Revised Code (the "Revised Code") and Section 123:5-1-8 of the Ohio Administrative Code (the "Administrative Code"). The Department of Job and Family Services ("ODJFS") has asked the Office of Information Technology ("OIT") to solicit competitive sealed proposals ("Proposals") for a Medicaid EDI Translation System (the"Project"), and this RFP is the result of that request. If a suitable offer is made in response to this RFP, the State of Ohio (State), through OIT, may enter into a contract (the Contract) to have the selected offeror (the Contractor) perform all or part of the Work. This RFP provides details on what is required to submit a Proposal for the Work, how the State will evaluate the Proposals, and what will be required of the Contractor in performing the Work.

This RFP also gives the estimated dates for the various events in the submission process, selection process, and performance of the Work. While these dates are subject to change, prospective offerors must be prepared to meet them as they currently stand.

Once awarded, the term of the Contract will be from the award date through June 30, 2006. The State may renew this Contract for an additional three (3) fiscal years, subject to and contingent upon the discretionary decision of the Ohio General Assembly to appropriate funds for this Contract in each new biennium. The State may renew all or part of this Contract subject to the satisfactory performance of the Contractor and the needs of ODJFS.

Any failure to meet a deadline in the submission or evaluation phases and any objection to the dates for performance of the Project may result in the State refusing to consider the Proposal of the offeror.

Background. A glossary of terms contained in this RFP is included as Supplement 2 of this document.

The implementation of the Health Insurance Portability and Accountability Act of 1996 (HIPAA) has had a significant impact on how ODJFS adjudicates claims. Historically, ODJFS has accepted electronic and paper versions of the HCFA 1500 and UB 92 billing forms.

The electronic versions of these transactions were received via a tape medium. These tapes were run through a translator, managed by a section of ODJFS MIS, which performed three functions. These functions included splitting, editing and formatting the claim in preparation for adjudication. The claim was adjudicated and a remittance advice returned to the provider. Paper claims were converted into an electronic format by an outside vendor under contract to ODJFS.

See Figure 1 for a high-level graphical representation of the process.

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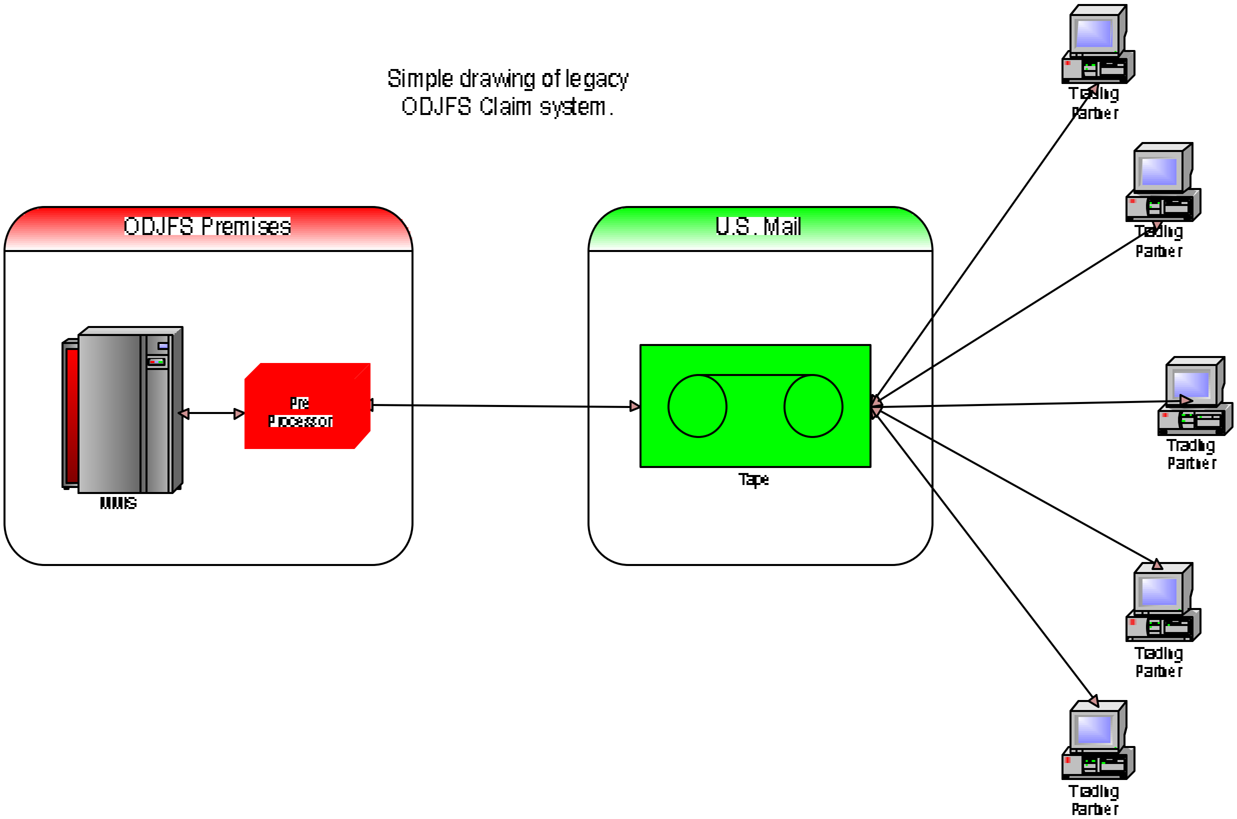


Figure 1 – Legacy ODJFS Solution

On October 16, 2003, the HIPAA Transaction and Code Sets Rule became effective. This rule mandated all health care providers who submit claims electronically use the ANSI X12 837 transaction. This transaction replaces the electronic versions of both the HCFA 1500 and UB 92 previously used by ODJFS. The 837 transaction includes three versions for professional, institutional, and dental claims. The 837 transaction is large, complex, and contains information not used in the adjudication of Medicaid claims. It also requires the use of the HIPAA compliant code sets which must be cross walked to the department's codes for claim processing. Processing these Electronic Data Interchange (EDI) transactions requires software to translate the data into a flat file form that can be used by ODJFS to adjudicate the claim. ODJFS had the option of acquiring a translator or outsourcing the translation function.

Early in 2003, ODJFS determined that the solution for EDI translation for HIPAA compliance needed to be outsourced.

Current State

In July 2003 ODJFS entered into an agreement with the existing contractor to serve as ODJFS's "front door" in receiving and translating the HIPAA compliant EDI transactions.

As structured, the existing contractor serves five functions. These functions and their relationship to the process are as follows:

- **Testing.** A trading partner or clearinghouse can not submit claims on behalf of a provider until they successfully complete a testing process consisting of three phases. The initial phase of testing which is completed by the existing contractor validates that the transaction being submitted is

HIPAA compliant. The second and third phases of testing are completed by ODJFS. In these phases, ODJFS is validating that the transaction can successfully pass through the SEF (Splitter, Extractor, and Formatter), the legacy pre-processor. The testing process employed by the existing contractor and ODJFS is rigorous. It was designed to assure that valid claims submitted by providers would not be rejected for technical errors. The third phase of testing is the adjudication process.

- **Customer Service.** The existing contractor provides support and intervention for ODJFS's trading partners on the State of their data and the rules and laws governing the transmission of data files. They also serve as a conduit for global information dissemination to the trading partners.

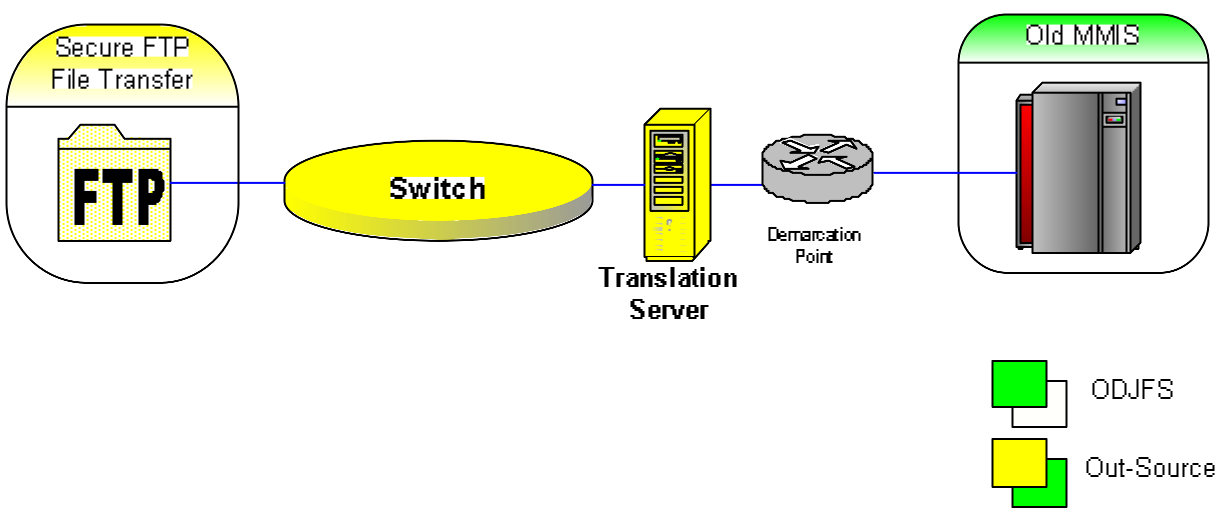
- **Mail boxing.** The existing contractor establishes an electronic mailbox for each trading partner that completes testing. Trading partners deposit their EDI claims in their mailbox which the existing contractor "sweeps" periodically for translation and forwards to ODJFS for adjudication. ODJFS forwards a remittance advice to the existing contractor which translates it into a HIPAA compliant 835 transaction. The existing contractor then deposits it in the trading partner's mailbox for pick-up.

- **Translation.** For inbound transactions, the existing contractor translates the HIPAA X.12 compliant EDI data files received from the trading partners into ODJFS proprietary data files. For outbound transactions the existing contractor converts the ODJFS proprietary data files into HIPAA X.12 compliant EDI data files for return to the trading partner.

- **Security.** The existing contractor serves as a buffer between the trading partner's computer system and the MMIS system ensuring that the data being sent is secure and complies with the HIPAA security and privacy rules.

As noted earlier in the section, the existing contractor has served as ODJFS's "front door" since July 2003. The existing contractor performs functions that would have been otherwise performed by ODJFS including trading partner testing, customer relations management, mail boxing, translating, and serving as a security buffer to the system. This decision to outsource translation and related functions has given ODJFS time to focus on the business and claims processing changes that were required for HIPAA compliance.

See Figure 2 for a high-level graphical representation of the process.



Outsourcing EDI processing to the existing contractor has been an effective short-term solution. ODJFS achieved technical compliance with the Transaction and Code Sets Rule on October 16, 2003 without incurring additional costs for staffing and hardware. However outsourcing EDI processing has the following limitations:

- **Data Access.** Assuring that claims are being properly adjudicated often requires access to raw data contained within the inbound and outbound transaction. While ODJFS owns the data, accessing it often entails reimbursable programming cost on the part of the vendor.

- **System Development.** Implementing system enhancements in an outsourced environment tends to be expensive and not cost effective. The cost incurred is essentially a "sunk" cost since the development remains with the vendor upon expiration of the contract.

- **Fee Based Transaction Costs.** While the transactions fees associated with the existing contractor's contract have been substantially reduced between the first and second year, the long term prognosis is that fees will continue to escalate over time.

- **System Testing.** Complete system testing is difficult to achieve in an outsourced environment. HIPAA is evolving, resulting in new versions, rules and code sets that will require extensive pre and post implementation testing.

The current contract with the existing contractor is scheduled to expire on June 30, 2005. ODJFS intends to renew this contract to allow for the transition and testing of the new system to ensure quality and accuracy. For the purposes of this RFP, the term "test plan" refers to the plan the selected offeror will develop that details the steps to unit test, system test, user acceptance test, and parallel test the solution; it will also detail how the transition will proceed from the existing solution. The "transition plan" will describe the plan the selected offeror will provide which details how the selected offeror will transition the solution from their staff to ODJFS staff.

Future Solution. ODJFS has a vision for providing healthcare services to the citizens of Ohio that should be adhered to within all aspects of this solution. This vision incorporates the guidelines set forth by CMS in their Medicaid Information Technology Architecture (MITA, http://www.cms.hhs.gov/medicaid/mmis/mita.asp) initiative as well as the Health Information Technology (HIT, http://www.hhs.gov/healthit/) initiative. ODJFS is starting the process of transitioning from monolithic legacy systems to more agile, accurate, and economical systems. This process will culminate in the MITS initiative to replace, improve, and expand upon the existing MMIS legacy system. This RFP is the first step towards an integrated, component based architecture that leverages the above mentioned guidelines. The solution ODJFS expects to be provided must not only meet the current needs of ODJFS, but must make every effort to meet the guidelines for interoperability, flexibility, extensibility, adaptability set forth in the MITA initiative. The solution must also keep in mind the paradigm shift in healthcare to systems that can track and provide meaningful information on a recipient's overall healthcare without violating the recipient right to privacy.

A simple example of the desired new solution is pictured in figure 3. The solution can be co-located with the translation hub, but the expectation is that it will reside outside of the ODJFS LAN in a DMZ. An assured delivery mechanism must exist between the communications hub and the translator.

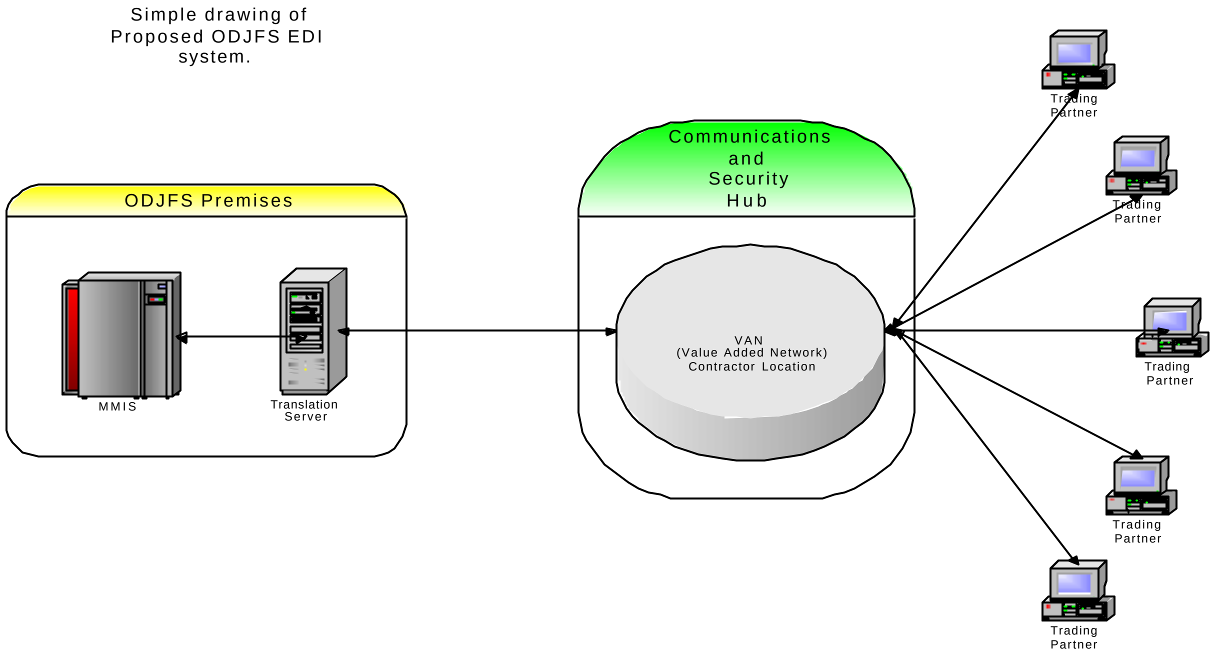


Figure 3 - Future Solution

Objectives. The State has the following objectives that it wants this Work to fulfill, and it will be the Contractor's obligation to ensure that the people the Contractor provides are qualified to perform their portions of the Work.

This RFP defines specifications for a solution that allows ODJFS to have more control over ODJFS business needs and for more accurate data analysis. ODJFS will contract with an offeror to build and install an EDI translation system on the ODJFS network and connect it securely with a VAN (Value Added Network) or switch. The Contractor must operate the translation system and database repository for a one year period, while training State staff for ongoing operations. In the event that State staff is not prepared to assume responsibility after one year, the Contractor must continue operations for an additional year. The Contractor must continue to run the communications and security system for as long as the Contract is in force.

Overview of the Work's Scope. The Contractor must provide a complete system that must meet the requirements described in Attachment One. This RFP consists of three logical areas and two specific phases for the Work. These areas and phases are briefly described below:

- Area 1 - Translation System. The State will purchase all hardware, AIX operating system if applicable, and Oracle software necessary for the project based on the Contractor's hardware/software plan recommendations. The Contractor must configure the hardware, AIX operating system, Oracle DBMS, and software necessary for the solution in the SOCC data center as well as the communication line (T1) between the SOCC and the Contractor's data center. The Contractor must provide a detailed document in which each item to be purchased by the State is to be identified by part number and State Term Schedule line item number. If the item is not on a State Term Schedule, then it is to be identified on a separate list and identified as such. The Contractor will be responsible for any software for the translation system beyond the AIX and Oracle software purchased by the State. The Contractor must develop, install, and manage the solution in parallel with ODJFS' existing system. The Contractor must install, operate, and develop the EDI translation system, EDI maps, and logic to duplicate the existing data flow (See Data Flow Supplement) with GUI based tools for mapping. The test and development systems will be located at the ODJFS Aircenter facility, on hardware provided by ODJFS for the Contractor to configure. The Contractor must develop, install, and manage the solution in parallel with ODJFS' existing solution during the transition period. The Contractor must provide a code promotion solution from the test server to the production and certification servers. The Contractor must provide a communications infrastructure to support the transfer of the data between translation system and the communications and security system located at the Contractor's location.

- Area 2 - Communication and Security System. The Contractor must provide a Communication and Security system that will replace the existing out-sourced Communication and Security system. The new system must duplicate all existing key pairs, communication protocols, and functionality present in the existing system. The new system must use DNS (Domain Name Service) rather than an IP address. The Communication and Security system must meet all Medicaid and HIPAA security and privacy rules. This system must be accessible to the existing trading partners and any ODJFS approved new trading partners via the Internet.

- Area 3 - Database Repository. The Contractor must provide an Oracle data repository that will contain data from the inbound and outbound transactions. The Oracle databases and Oracle data repository will be accessible to ODJFS Ohio Health Plans (OHP). There will also be Oracle databases for eligibility, claim status, prior authorization, and the operational data-store. It will be a high availability system that allows for a variety of views and inquiries into the data. The operational data store will keep track of transactions moving through the system and assist the support area in troubleshooting the communications, security, and translation functions as well as any ancillary data paths used for delivery of files to the legacy system. ODJFS Medical Systems has experience using Oracle databases, and existing Oracle licenses are available for use.

ODJFS estimates that the new solution must be capable of routing, processing/translating, and loading into the data repository an average of 500,000 EDI Healthcare transactions and responses daily with a peak volume of 150,000 claims, 1,000,000 remittances and 25,000 eligibility inquiries a day. The State will use these volumes and transaction types as the basis for consideration when the phrase "similar in size scope and nature" is used. ODJFS estimates that volumes will increase by 4% per year during the term of the Contract.

Phase 1 of the Project will duplicate the existing communications (Area 2) and translation systems (Area 1). The Contractor must develop, test, deploy, operate, and support the communications and translation systems during Phase 1. The Contractor and ODJFS will agree after parallel testing that the solution is ready and Phase 1 will end. The basis for the ending of Phase 1 will be that the results of all transactions are exact duplicates 100% of the time.

Phase 2 of the Project will require the Contractor to develop, test, deploy, operate, and support the Data Repository (Area 3). The Contractor must train ODJFS personnel to develop and support the translation system (Area 1) and the Data Repository (Area 3) and turn them over to ODJFS when mutual agreement is met. The Contractor must continue to operate and support the communications and security system (Area 2). During both phases, the Contractor must provide required documentation, Project plan and Project plan updates.

For the length of the Contract and any renewals, the selected Contractor must comply with all HIPAA privacy and security rules. The Contractor must ensure that all recipient health information remains protected according to HIPAA privacy and security rules and that all of the individuals on the Contractor's team will understand and adhere to these rules.

Mandatory Requirement Overview. The following table demonstrates the mandatory qualifications and specifications, the proposed solution, and key personnel. If the Proposal meets the mandatory requirements, the offeror's Proposal will be selected for consideration in the next phase of evaluation. Proposals that do not meet the mandatory qualifications may be removed from further consideration. Refer to Attachment Ten, "Mandatory Requirement Checklist" for more information.

Criteria	Accept	Reject
Entity Profile: The following criteria will be evaluated for the entity proposing the solution. The criteria may be met by either the offeror or subcontractor, but must be provided by whoever is proposed to perform those services for this Project. **When evaluating the entity's experience, the State will only consider non-overlapping experience when evaluating projects for experience months; months where project's experience overlap will not be counted toward the total months experience.**		
Mandatory Experience Requirements		
1. 60 months experience designing, developing, and implementing an EDI solution similar in size, scope, and nature to this Project, using software proposed in this RFP.		
2. 60 months experience with design, development, optimization, and implementation of Oracle relational database(s) similar in size, scope, and nature to this Project.		
3. 36 months experience within the last 60 months with processing HIPAA compliant healthcare transactions, to include 837I/P/D, 835, 270/271, 276/277, 834, and 820.		
4. Reference(s) demonstrating ability to successfully route an average of 500,000 EDI Healthcare transactions and responses daily with a peak volume of 150,000 claims, 1,000,000 remittances and 25,000 eligibility inquiries a day, between trading partners, to include translating, processing, and loading the data into a repository.		

Product Requirements (Database and Translation solution): The following criteria must be met by the offeror's solution and/or software being proposed for this Project.		
Mandatory Requirements		
1. All databases must be Oracle Version 9 or higher running on AIX Version 5 or higher.		
2. Translation application must run on AIX Version 5 or higher.		
3. Process and translate ANSI X.12 4010A1 837 Professional transactions		
4. Process and translate ANSI X.12 4010A1 837 Dental transactions		
5. Process and translate ANSI X.12 4010A1 837 Institutional transactions		
6. Process and translate ANSI X.12 4010A1 270 transactions		
7. Process and translate ANSI X.12 4010A1 271 transactions		
8. Process and translate ANSI X.12 4010A1 276 transactions		
9. Process and translate ANSI X.12 4010A1 277 transactions		
10. Process and translate ANSI X.12 4010A1 835 transactions		
11. Process and translate ANSI X.12 4010A1 834 transactions		
12. Process and translate ANSI X.12 4010A1 820 transactions		
13. Process and translate ANSI X.12 4010A1 278 transactions		
14. Secure Internet communications that comply with current HIPAA and Medicaid privacy and security standards		

Team Profile Summaries: The following criteria will be evaluated for the Project Manager being proposed for this Project. The Project Manager must be an employee of the offeror.

Criteria	Accept	Reject
Project Manager **Mandatory Experience Requirements**		
1. 60 months of project management skills, which include resource management, forecasting, planning, and budgeting for projects of similar size, scope, and nature as this Project.		
2. Experience as Project Manager on three (3) or more projects in healthcare EDI environment of similar size, scope, and nature as this Project.		
3. 24 months experience as Project Manager in a healthcare EDI environment of similar size, scope, and nature as this Project.		

Calendar of Events. The schedule for the Project is given below. The State may change this schedule at any time. If the State changes the schedule before the Proposal due date, it will do so through an announcement on the State Procurement Web site question and answer area for this RFP. The Web site announcement will be followed by an amendment to this RFP, also available through the State Procurement Web site. After the Proposal due date and before the award of the Contract, the State will make schedule changes through the RFP amendment process. And the State will make changes in the Project schedule after the Contract award through the change order provisions in the general terms and conditions of the Contract. It is each prospective offeror's responsibility to check the Web site question and answer area for this RFP for current information regarding this RFP and its Calendar of Events through award of the Contract.

Dates:

Firm Dates

RFP Issued:	August 11, 2005
Inquiry Period Begins:	August 11, 2005
Inquiry Period Ends:	August 29 2005, at 8:00 a.m.
Proposal Due Date:	September 1, 2005, at 11:00 a.m.

There are references in this RFP to the Proposal due date. Prospective offerors must assume, unless it is clearly stated to the contrary, that any such reference means the date and time (Columbus, Ohio local time) that the Proposals are due and not just the date.

PART TWO: STRUCTURE OF THIS RFP

Organization. This RFP is organized into five (5) Parts and has Eleven (11) Attachments. The Parts and Attachments are listed below. There also may be one or more supplements to this RFP, listed below.

Parts

Part 1 Executive Summary
Part 2 Structure of this RFP
Part 3 General Instructions
Part 4 Evaluation of Proposals
Part 5 Award of the Contract

Attachments

Attachment One	Project Requirements and Special Provisions
Part One	Project Requirements
Part Two	Special Provisions
Attachment Two	Requirements for Proposals
Attachment Three	General Terms and Conditions
Part One	Performance and Payment
Part Two	Project & Contract Administration
Part Three	Ownership & Handling of Intellectual Property & Confidential Information
Part Four	Representations, Warranties and Liabilities
Part Five	Acceptance and Maintenance
Part Six	Construction
Part Seven	Law & Courts
Attachment Four	Sample Contract
Attachment Five	Sample Deliverable Submittal & Acceptance (Deliverable Sign-Off Form)
Attachment Six	Entity Profile Summary
6-A	Entity Mandatory Requirements
6-B	Entity Requirements
6-C	Entity Desirable Requirements
Attachment Seven	Subcontractor Profile Summary
7-A	Subcontractor Mandatory Requirements - **INTENTIONALLY OMITTED**
7-B	Subcontractor Requirements - **INTENTIONALLY OMITTED**
7-C	Subcontractor Desirable Requirements - **INTENTIONALLY OMITTED**
Attachment Eight	Contractor Performance Form
Attachment Nine	Personnel Profile Summary
9-A	Candidate References – Project Manager
9-B	Candidate Education & Training – Project Manager
9-C	Candidate Mandatory Requirements – Project Manager
9-D	Candidate Requirements – Project Manager
9-E	Candidate Desirable Requirements – Project Manager
9-F	Candidate Mandatory Requirements – Other Team Members - **INTENTIONALLY OMITTED**
9-G	Candidate Requirements – Other Team Members
9-H	Candidate Desirable Requirements – Other Team Members - **INTENTIONALLY OMITTED**
Attachment Ten	Mandatory Requirement Checklist
Attachment Eleven	Cost Summary

Supplements

Supplement One	W-9 Form
Supplement Two	Glossary
Supplement Three	Data Flow
Supplement Four	Data Transaction

Document Library. In addition to the contents of this RFP, the State has a library of materials that are related to the Project. The library contains materials that are relevant to the Project but are not practical to include as part of this RFP. The document library contains the following materials:

- COBOL Copy Books
- EDI File Specifications
- File Transfer Schedule

In addition, the State feels that these websites may be useful to potential offerors:

- https://www.nascio.org/
- http://www.cms.hhs.gov/medicaid/mmis/mita.asp
- http://aspe.os.dhhs.gov/admnsimp/index.shtml

Materials in the document library will be open to all prospective offerors for review by appointment only. The State will maintain the document library during the inquiry period. Prospective offerors who wish to view the materials in the document library may schedule an appointment with:

Jencie McCloud
Administrative Assistant
OFFICE OF INFORMATION TECHNOLOGY
30 East Broad Street, 39th Floor
Columbus, Ohio 43215
(614) 466-6953

Appointments will be scheduled at mutually convenient times during normal business hours, 8:00 a.m. – 5:00 p.m., Monday through Friday. State personnel will not be available to answer questions on the content of the RFP, content of documents in the document library, or technical questions regarding the Project.

Each appointment may be limited to a maximum of two (2) hours. To access the library, a prospective offeror's personnel will have to give their name and the prospective offeror's name, address, and business telephone number.

Copies of documents will be available to all prospective offerors on request. The charge for copies of documents will be five cents [$0.05] per page, payable by check made out to the Treasurer of the State of Ohio. The State will try to make requested copies within forty-eight (48) hours, excluding weekends and State holidays. Large requests may take longer and may require advanced payment. Extremely large requests may not be accepted.

PART THREE: GENERAL INSTRUCTIONS

The following sections provide details on how to get more information about this RFP and how to respond to this RFP. All responses must be complete and in the prescribed format.

Contacts. The following person will represent the State:

Acquisition Management Procurement Representative:

> Christopher J. Hoffman, Acquisition Analyst
> Office of Information Technology
> Investment and Governance Division
> Acquisition Management Office
> 30 East Broad Street, 39th Floor
> Columbus, Ohio 43215

During the performance of the Project, a State representative (the "Agency Project Representative") will represent the Agency and be the primary contact for matters relating to the Project. The Agency Project Representative will be designated in writing after the Contract award.

Inquiries. Offerors may make inquiries regarding this RFP any time during the inquiry period listed in the Calendar of Events. To make an inquiry, offerors must use the following process:

- Access the State Procurement Web site at http://www.ohio.gov/procure;
- From the Navigation Bar on the left, select "Find It Fast";
- Select "Doc/Bid/Schedule #" as the Type;
- Enter the RFP Number found on Page 1 of the document (RFP Numbers begin with zero followed by the letter "A");
- Click the "Find It Fast" button;
- On the document information page, click the "Submit Inquiry" button;
- On the document inquiry page, complete the required "Personal Information" section by providing:
    - First and last name of the prospective offeror's representative who is responsible for the inquiry,
    - Name of the prospective offeror,
    - Representative's business phone number, and
    - Representative's e-mail address;
- Type the inquiry in the space provided including:
    - A reference to the relevant part of this RFP,
    - The heading for the provision under question, and
    - The page number of the RFP where the provision can be found; and
- Click the "Submit" button.

Offerors submitting inquiries will receive an immediate acknowledgement that their inquiry has been received as well as an e-mail acknowledging receipt. Offerors will not receive a personalized e-mail response to their question nor will they receive notification when the question has been answered.

Offerors may view inquiries and responses using the following process:

- Access the State Procurement Web site at http://www.ohio.gov/procure;
- From the Navigation Bar on the left, select "Find It Fast";
- Select "Doc/Bid/Schedule #" as the Type;
- Enter the RFP Number found on Page 1 of the document (RFP Numbers begin with zero followed by the letter "A");
- Click the "Find It Fast" button;

- On the document information page, click the “View Q & A” button to display all inquiries with responses submitted to date.

The State will try to respond to all inquiries within 48 hours of receipt, excluding weekends and State holidays. But the State will not respond to any inquiries received after 8:00 a.m. on the inquiry end date.

Pre-Proposal Conference. A pre-proposal conference will not be held.

Amendments to the RFP. If the State decides to revise this RFP before the Proposal due date, amendments will be announced on the State Procurement Web site.

Offerors may view amendments using the following process:

- Access the State Procurement Web site at http://www.ohio.gov/procure;
- From the Navigation Bar on the left, select “Find It Fast”;
- Select “Doc/Bid/Schedule #” as the Type;
- Enter the RFP Number found on Page 1 of the document (RFP Numbers begin with zero followed by the letter “A”);
- Click the “Find It Fast” button;
- On the document information page, click on the amendment number to display the amendment.

When an amendment to this RFP is necessary, the State may extend the Proposal due date through an announcement on the State Procurement Web site. Amendment announcements may be provided any time before 5:00 p.m. on the day before the Proposal is due. It is the responsibility of each prospective offeror to check for announcements and other current information regarding this RFP.

After the submission of Proposals, amendments will be distributed only to those offerors whose submissions are under active consideration. When the State makes an amendment to the RFP after Proposals have been submitted, the State will permit offerors to withdraw their Proposals within 10 business days after the amendment is issued. This withdrawal option will allow any offeror to remove its Proposal from active consideration should the offeror feel that the amendment changes the nature of the transaction so much that the offeror’s Proposal is no longer in its interests. Alternatively, the State may allow offerors that have Proposals under active consideration to modify their Proposals in response to the amendment, as described below.

Whenever the State makes an amendment after the Proposal due date, the State will tell all offerors whose Proposals are under active consideration whether they have the option to modify their Proposals in response to the amendment. Any time the State amends the RFP after the Proposal due date, an offeror will have the option to withdraw its Proposal even if the State permits modifications to the Proposals. If the offerors are allowed to modify their Proposals, the State may limit the nature and scope of the modifications. Unless otherwise stated in the State’s notice, modifications and withdrawals must be made in writing and must be submitted within 10 business days after the amendment is issued. If this RFP provides for a negotiation phase, this procedure will not apply to changes negotiated during that phase. Withdrawals and modifications must be made in writing and submitted to the State at the address and in the same manner required for the submission of the original Proposals. Any modification that is broader in scope than the State has authorized may be rejected and treated as a withdrawal of the offeror's Proposal.

Proposal Submittal. Each offeror must submit a technical Proposal and a cost Proposal as part of its Proposal package. The Proposal package consisting of both the technical Proposal and the cost Proposal must be submitted in an opaque envelope. Each offeror must submit six (6) complete, sealed, and signed Proposal packages that must be clearly marked **“Medicaid EDI Translation System RFP** # **0A06003"** on the outside of its envelope.

Included in the sealed package, the offeror must also submit two (2) copies of the Proposals on CD-ROM in Microsoft Word 2000, Microsoft Excel 2000, Microsoft Project 2000, and PDF format as appropriate. In the event there is a discrepancy between the hard copy and the electronic copy, the hard copy will be the official Proposal.

Proposals are due no later than the Proposal due date, at 11:00 a.m. Proposals submitted by email or fax are not acceptable and will not be considered. Proposals must be submitted to:

Office of Information Technology
Investment and Governance Division
Contract Management Bid Room
30 East Broad Street, 40^{th} Floor
Columbus, Ohio 43215

The State may reject any Proposals or unsolicited modifications that it receives after the deadline. An offeror that mails its Proposal must allow for adequate mailing time to ensure its timely receipt. Additionally, offerors must allow for potential delays due to increased security. The Ohio Building Authority plans on stationing x-ray equipment on the Rhodes Tower loading dock in March 2005 and using it to x-ray in-coming deliveries and mail. As of March 1, 2005 loading dock hours will be from 7:00 am to 5:00 pm, Monday through Friday, excluding State holidays. No deliveries will be accepted before or after these hours without prior arrangements. Further, once the x-ray equipment is operational, all deliveries to Rhodes Tower must be made through the loading dock, where they will be scanned and tagged. Moreover, any visitors attempting to bring packages through the Rhodes Tower lobby entrance that cannot be opened for inspection will be redirected to the loading dock to have their packages scanned and tagged. **Offerors must allow sufficient time for this additional security process, since the State may reject late Proposals regardless of the cause for the delay.**

Each offeror must carefully review the requirements of this RFP and the contents of its Proposal. Once opened, Proposals cannot be altered, except as allowed by this RFP.

By submitting a Proposal, the offeror acknowledges that it has read this RFP, understands it, and agrees to be bound by its requirements. The State is not responsible for the accuracy of any information regarding this RFP that was gathered through a source different from the inquiry process described in the RFP.

Revised Code Section 9.24 prohibits the State from awarding a Contract to any offeror(s) against whom the Auditor of State has issued a finding for recovery if the finding for recovery is "unresolved" at the time of award. By submitting a Proposal, the offeror warrants that it is not now, and will not become subject to an "unresolved" finding for recovery under Section 9.24, prior to the award of a Contract arising out of this RFP, without notifying OIT of such finding.

The State may reject any Proposal if the offeror takes exception to the terms and conditions of this RFP, fails to comply with the procedure for participating in the RFP process, or the offeror's Proposal fails to meet any requirement of this RFP. The State may also reject any Proposal that it believes is not in its interests to accept and may decide not to do business with any of the offerors responding to this RFP.

All Proposals and other material submitted will become the property of the State and may be returned only at the State's option. Proprietary information should not be included in a Proposal or supporting materials because the State will have the right to use any materials or ideas submitted in any Proposal without compensation to the offeror. Additionally, all Proposals will be open to the public after the Contract has been awarded.

The State will retain all Proposals, or a copy of them, as part of the Contract file for at least 3 years. After the retention period, the State may return, destroy, or otherwise dispose of the Proposals or the copies.

Waiver of Defects. The State may waive any defects in any Proposal or in the submission process followed by an offeror. But the State will only do so if it believes that it is in the State's interests and will not cause any material unfairness to other offerors.

Multiple or Alternate Proposals. The State accepts multiple Proposals from a single offeror, but the State requires each such Proposal to be submitted separately from every other Proposal the offeror makes. Additionally, the offeror must treat every Proposal submitted as a separate and distinct submission and include in each Proposal all materials, information, documentation and other items this RFP requires for a Proposal to be complete and acceptable. No alternate Proposal may incorporate materials by reference from another Proposal made by the offeror or refer to another Proposal. The State will judge each alternate Proposal on its own merit.

Alternate Proposals will only be considered from the highest ranking offeror.

Amendments to Proposals. Amendments or withdrawals of Proposals will be allowed only if the amendment or withdrawal is received before the Proposal due date. No amendment or withdrawals will be permitted after the due date, except as authorized by this RFP.

Proposal Instructions. Each Proposal must be organized in an indexed binder ordered in the same manner as the response items are ordered in the applicable attachment(s) to this RFP.

The State wants clear and concise Proposals. But offerors should take care to completely answer questions and meet the RFP's requirements.

The requirements for the Proposal's contents and formatting are contained in an attachment to this RFP.

The State will not be liable for any costs incurred by an offeror in responding to this RFP, regardless of whether the State awards the Contract through this process, decides not to go forward with the Project, cancels this RFP for any reason, or contracts for the Project through some other process or by issuing another RFP.

PART FOUR: EVALUATION OF PROPOSALS

Disclosure of Proposal Contents. The State will seek to open the Proposals in a manner that avoids disclosing their contents. Additionally, the State will seek to keep the contents of all Proposals confidential until the Contract is awarded. But the State will prepare a registry of Proposals containing the name and address of each offeror. That registry will be open for public inspection after the Proposals are opened.

Rejection of Proposals. The State may reject any Proposal that is not in the required format, does not address all the requirements of this RFP, or that the State believes is excessive in price or otherwise not in its interests to consider or to accept. In addition, the State may cancel this RFP, reject all the Proposals, and seek to do the Project through a new RFP or other means.

Evaluation of Proposals Generally. The evaluation process may consist of up to four distinct phases:

1. The Acquisition Management procurement representative's initial review of all Proposals for defects;
2. The State's evaluation of the Proposals;
3. Request for more information (interviews, presentations, and/or demonstrations); and
4. Negotiations.

The State may decide whether phases three and four are necessary. But the State has the right to eliminate or add phases three or four at any time in the evaluation process. The State also may add or remove sub-phases to phases 2 through 4 at anytime if the State believes doing so will improve the evaluation process.

Clarifications & Corrections. During the evaluation process, the State may request clarifications from any offeror under active consideration and may give any offeror the opportunity to correct defects in its Proposal if the State believes doing so does not result in an unfair advantage for the offeror and it is in the State's interests. Any clarification response that is broader in scope than what the State has requested may result in the offeror's Proposal being disqualified.

Reference Checks. The State may conduct reference checks to verify and validate the offeror's or proposed candidates past performance. Reference checks indicating poor or failed performance by the offeror or proposed candidate may be cause for rejection of the Proposal. In addition, failure to provide requested reference contact information may result in the State not including the reference experience in the evaluation process.

The reference evaluation will measure the criteria contained in this part of the RFP as it relates to the offeror's previous contract performance including but not limited to its performance with other local, State and federal entities. The State reserves the right to check references other than those provided in the offerors Proposal. The State may obtain information relevant to criteria in this part of the RFP, which is deemed critical to not only the successful operation and management of the Project, but also the working relationship between the State and the offeror.

To maintain fairness in the evaluation process, all information sought by the State will be obtained in a manner such that no offeror is provided an unfair competitive advantage.

Initial Review. The Acquisition Management procurement representative will review all Proposals for their format and completeness. The Acquisition Management procurement representative normally rejects any incomplete or incorrectly formatted Proposal, though he or she may waive any defects or allow an offeror to submit a correction.

If the Auditor of State does not certify a Proposal due to lateness, the Acquisition Management procurement representative will not open it or evaluate it for format or completeness.

The Acquisition Management procurement representative will forward all timely, complete, and properly formatted Proposals to an evaluation committee, which the Acquisition Management procurement representative will chair.

State Review of the Proposals. The State will evaluate each Proposal that the Acquisition Management procurement representative has determined is timely, complete and properly formatted. The evaluation will be according to the criteria contained in this Part of the RFP. An attachment to this RFP may further refine these criteria, and the State has a right to break these criteria into components and weight any components of a criterion according to their perceived importance.

The State may also have the Proposals or portions of them reviewed and evaluated by independent third parties or various State personnel with technical or professional experience that relates to the Work or to a criterion in the evaluation process. The State may also seek reviews of end users of the Work or the advice or evaluations of various State committees that have subject matter expertise or an interest in the Work. The State may adopt or reject any recommendations it receives from such reviews and evaluations.

The evaluation will result in a point total being calculated for each Proposal. At the sole discretion of the State, any Proposal, in which the offeror received a significant number of zeros for sections in the technical portions of the evaluation, may be rejected. Those offerors submitting the highest-rated Proposals may be scheduled for the next phase. The number of Proposals forwarded to the next phase will be within the State's discretion, but regardless of the number of Proposals selected for the next phase, they will always be the highest rated Proposals from this phase.

At any time during this phase, the State may ask an offeror to correct, revise, or clarify any portions of its Proposal.

The State will document all major decisions in writing and make these a part of the Contract file along with the evaluation results for each Proposal considered.

Proposal Evaluation Criteria. Table One demonstrates the mandatory qualifications and specifications, the proposed solution, and key personnel. Proposals that do not meet the criteria of Table One, may be removed from further consideration.

TABLE ONE – ENTITY MANDATORY REQUIREMENTS

Criteria	**Accept**	**Reject**
Entity Profile: The following criteria will be evaluated for the entity proposing the solution. The criteria may be met by either the offeror or subcontractor, but must be provided by whoever is proposed to perform those services for this Project. **When evaluating the entity's experience, the State will only consider non-overlapping experience when evaluating projects for experience months; months where project's experience overlap will not be counted toward the total months experience.**		
Mandatory Experience Requirements		
1. 60 months experience designing, developing, and implementing an EDI solution similar in size, scope, and nature to this Project, using software proposed in this RFP.		
2. 60 months experience with design, development, optimization, and implementation of Oracle relational database(s) similar in size, scope, and nature to this Project.		
3. 36 months experience within the last 60 months with processing HIPAA		

compliant healthcare transactions, to include 837I/P/D, 835, 270/271, 276/277, 834, and 820.		
4. Reference(s) demonstrating ability to successfully route an average of 500,000 EDI Healthcare transactions and responses daily with a peak volume of 150,000 claims, 1,000,000 remittances and 25,000 eligibility inquiries a day, between trading partners, to include translating, processing, and loading the data into a repository.		

TABLE ONE – PRODUCT MANDATORY REQUIREMENTS

Criteria	Accept	Reject
Product Requirements (Database and Translation solution): The following criteria will be evaluated for the offeror's solution and/or software being proposed for this Project.		
Mandatory Requirements		
1. All databases must be Oracle Version 9 or higher running on AIX Version 5 or higher.		
2. Translation application must run on AIX Version 5 or higher.		
3. Process and translate ANSI X.12 4010A1 837 Professional transactions.		
4. Process and translate ANSI X.12 4010A1 837 Dental transactions.		
5. Process and translate ANSI X.12 4010A1 837 Institutional transactions.		
6. Process and translate ANSI X.12 4010A1 270 transactions.		
7. Process and translate ANSI X.12 4010A1 271 transactions.		
8. Process and translate ANSI X.12 4010A1 276 transactions.		
9. Process and translate ANSI X.12 4010A1 277 transactions.		
10. Process and translate ANSI X.12 4010A1 835 transactions.		
11. Process and translate ANSI X.12 4010A1 834 transactions.		
12. Process and translate ANSI X.12 4010A1 820 transactions.		
13. Process and translate ANSI X.12 4010A1 278 transactions.		
14. Secure Internet communications that comply with current HIPAA and Medicaid privacy and security standards.		

TABLE ONE – PROJECT MANAGER MANDATORY REQUIREMENTS

Criteria	Accept	Reject
Team Profile Summaries: The following criteria will be evaluated for the Project Manager being proposed for this Project. The Project Manager must be an employee of the offeror.		
Project Manager **Mandatory Experience Requirements**		
1. 60 months of project management skills, which include resource management, forecasting, planning, and budgeting for projects of similar size, scope, and nature as this Project.		
2. Experience as Project Manager on three (3) or more projects in Healthcare EDI environment of similar size, scope, and nature as this Project.		
3. 24 months experience as Project Manager in a healthcare EDI environment of similar size, scope, and nature as this Project.		

If the Proposal meets the mandatory requirements in Table One, the offeror's Proposal will be selected for consideration in the next phase of evaluation contained in Table Two:

TABLE TWO – ENTITY PROFILE

Criteria	Weight	Does Not Meet	Meets	Exceeds	Greatly Exceeds
Entity Profile: The following criteria will be evaluated for the entity proposing the solution. The criteria may be met by either the offeror or subcontractor, but must be provided by whoever is proposed to perform those services for this Project. **When evaluating the entity's experience, the State will only consider non-overlapping experience when evaluating projects for experience months; months where project's experience overlaps will not be counted toward the total months experience.**					
Mandatory Experience Requirements					
1. 60 months experience designing, developing, and implementing an EDI solution similar in size, scope, and nature to this Project, using software proposed in this RFP.	20	**Reject**	5	7	9
2. 60 months experience with design, development, optimization, and implementation of Oracle relational database(s) similar in size, scope, and nature to this Project.	20	**Reject**	5	7	9
3. 36 months experience within the last 60 months with processing HIPAA compliant Healthcare transactions, to include 837I/P/D, 835, 270/271, 276/277, 834, and 820.	17	**Reject**	5	7	9
4. Reference(s) demonstrating ability to successfully route an average of 500,000 EDI Healthcare transactions and responses daily with a peak volume of 150,000 claims, 1,000,000 remittances and 25,000 eligibility inquiries a day, between trading partners, to include translating, processing, and loading the data into a repository.	15	**Reject**	5	7	9
Standard Experience Requirements					
1. 60 months experience with secure communications and communication protocols, to include TCP/IP in a WAN environment similar in size, scope, and nature to this Project.	7	0	5	7	9
2. 60 months experience providing IT and application support for 500 or more trading partners in a project of similar size, scope, and nature to this Project.	9	0	5	7	9
3. Two (2) or more projects where the entity provided complete solution transition to the client in a project similar in size, scope, and nature to this Project.	14	0	5	7	9

4. Two (2) or more projects where the entity provided IT and application support for client customers to include training/education on a project similar in size, scope, and nature to this Project.	12	0	5	7	9
Desired Experience Requirements					
1. One (1) or more projects working with State or Federal employees in a Medicare or Medicaid environment.	5	0	5	7	9

TABLE TWO – PRODUCT PROFILE

Product Requirements (Database and Translation solution): The following criteria will be evaluated for the offeror's solution and/or software being proposed for this Project.					
Standard Requirements					
1. Process and translate ANSI X.12 4010 824 transactions.	10	0	5		
2. Process and translate ANSI X.12 4010 277U transactions.	10	0	5		
3. Process and translate XML transactions.	5	0	5		
4. Process and translate Any to Any transactions.	5	0	5		
5. Reference(s) demonstrating ability to successfully route an average of 500,000 EDI Healthcare transactions and responses daily with a peak volume of 150,000 claims, 1,000,000 remittances and 25,000 eligibility inquiries a day, between trading partners, to include translating, processing, and loading the data into a repository.	12	0	5	7	9
Desired Product Requirements					
1. Secure JMS Capable.	5	0	5		
2. Secure MQ-Series Capable.	5	0	5		
3. RNIF Capable.	5	0	5		
4. NEDSS Capable.	5	0	5		
5. ebXML Capable.	5	0	5		
6. MITA compliant by leveraging open systems.	5	0	5		
7. MITA compliant by leveraging component based architectures.	5	0	5		

TABLE TWO –TEAM PROFILE, PROJECT MANAGER

Team Profile Summaries: The following criteria will be evaluated for the Project Manager being proposed for this Project. The Project Manager must be an employee of the offeror.
Project Manager **Mandatory Experience Requirements**

1. 60 months of project management skills, which include resource management, forecasting, planning, and budgeting for projects of similar size, scope, and nature as this Project.	20	**Reject**	5	7	9
2. Experience as Project Manager on three (3) or more projects in Healthcare EDI environment of similar size, scope, and nature as this Project.	15	**Reject**	5	7	9
3. 24 months experience as Project Manager in a Healthcare EDI environment of similar size, scope, and nature as this Project.	15	**Reject**	5	7	9
Standard Experience Requirements					
1. 36 months experience in overseeing all aspects of Project Management from planning phase through implementation.	9	0	5	7	9
2. 36 months experience managing contractors or sub-contractors in a project of similar size, scope or nature to this Project.	9	0	5	7	9
3. 36 months experience with projects that implemented the software solution to include prior versions of software being proposed for this Project.	9	0	5	7	9
4. Project Manager must be an employee of the offeror for the last 12 months.	9	0	5	7	9
5. Project Manager must have managed a team of staff in a project of similar size, scope or nature to this Project.	9	0	5	7	9
Desired Experience Requirements					
1. PMI Certified.	5	0	5		
2. 12 months experience as the Project Manager working with the Federal, State, or Local Government on a project where the Project Manager worked with Government and dealt with specific laws, regulations, and rules that affected the Project.	5	0	5	7	

TABLE TWO –TEAM PROFILE, OTHER TEAM MEMBERS

Team Profile Summaries. The project team must collectively meet all the Project Team requirements. The experience of multiple candidates may NOT be combined to meet a single requirement. **The following experience requirements may NOT be met by the candidate being proposed as the Project Manager for this Project.** The criteria may be met by a member of either the offeror's or subcontractor's team, but must be provided by whoever is proposed to perform those services in the offeror's Proposal. Each candidate proposed for the Project team must meet at least one of the requirements.					
Standard Experience Requirements					
1. 60 months experience with Translation Application proposed from design to implementation to include prior versions.	12	0	5	7	9

2. 60 months Oracle database experience in all aspects of Oracle administration, which may include prior versions of Oracle.	12	0	5	7	9
3. 36 months experience with AIX Unix with at least three (3) project experiences within that time that included all aspects of AIX administration.	9	0	5	7	9
4. 24 months implementation experience ANSI X.12 HIPAA EDI transaction processing.	7	0	5	7	9
5. 24 months implementation Internet security experience on the solution being proposed.	7	0	5	7	9
6. 24 months implementation experience with communications/telecommunications experience on the solution being proposed.	7	0	5	7	9
7. 24 months experience performing customer level support to include tracking, troubleshooting, escalation and problem resolution.	10	0	5	7	9
8. 6 months experience with PKI which may include installation, troubleshooting, support, and optimization.	7	0	5	7	9
9. Each team member must have worked for the entity for the past 12 months in the job position being proposed for this Project.	7	0	5	7	9
10. At least five (5) projects performing requirements gathering.	7	0	5	7	9
11. Three (3) project experiences providing solution development and modification training to clients.	12	0	5	7	9
12. Three (3) project experiences providing solution support training to clients.	12	0	5	7	9
13. At least three (3) projects performing network diagramming.	7	0	5	7	9
14. At least three (3) projects performing data modeling.	7	0	5	7	9
15. At least three (3) projects performing design and process documentation.	7	0	5	7	9
16. At least three (3) projects developing training and transition materials for the solution being proposed.	12	0	5	7	9

TABLE TWO – OFFEROR WORK PLANS

Offeror Work Plans: Offerors must submit the following plans as a part of their Proposal. See Attachment Two for more detail on what must be included in each plan.					
Project Plan	20	0	5	7	9
Testing/Transition Plan	20	0	5	7	9
Training Plan	20	0	5	7	9
Risk Plan	20	0	5	7	9
Disaster Recovery	20	0	5	7	9

Once the technical merits of a Proposal are considered, as described above, the costs of that Proposal will be considered. But it is within the State's discretion to wait to factor in a Proposal's cost until after any interviews, presentations and discussions. Also, before evaluating the technical merits of the Proposals, the State may do an initial review of costs to determine if any Proposals should be rejected because of excessive cost. And the State may reconsider the excessiveness of any Proposal's cost at any time in the evaluation process.

THIRD TABLE – SCORING NORMALIZATION TABLE

Criteria Section	**MAX %**	**MAX Possible Points for Requirements Category**	**Normalized Point Score**
Entity Requirements	**20**	400	
Product Requirements	**10**	200	
Project Manager & Team Requirements	**30**	600	
Offeror Work Plans	**20**	400	
Cost	**20**	400	
TOTAL	**100**	2000	

The State will then calculate the Proposal's normalized score for each requirement category described in Table Three. The total for the normalized scores are calculated using the following formula:

Normalized Proposal Score (Entity Requirements):

- (Proposal's point score / Highest Proposal's point score) x 400

Normalized Product Score (Product Requirements):

- (Proposal's point score / Highest Proposal's point score) x 200

Normalized PM Score (Project Manager & Team Requirements):

- (Proposal's PM point score / Highest Proposal's PM point score) x 600

Normalized WP Score (Proposal Work Plans):

- (Proposal's WP point score / Highest Proposal's WP point score) x 400

Normalized Cost Score (Cost):

The Normalized Cost Score will use a normalized score calculated between the three cost areas as detailed in the Cost Summary Attachment of this RFP. The Total Normalized Cost Score will be used to determine the Normalized Cost Score for the Proposal as detailed in Table Three of the Proposal Evaluation Criteria section above.

- (Proposal's Total Normalized Cost Score / Highest Proposal's Total Normalized Cost Score) x 400

Final Normalized Score = Normalized Proposal Score + Normalized Product Score + Normalized PM Score + Normalized WP Score + Normalized Cost Score

One or more of the Proposals will then be selected for further consideration in the next phase of the evaluation process. The Proposal(s) selected to be considered in the next phase always will be the highest-ranking Proposal(s) based on this analysis. That is, the State may not move a lower-ranking Proposal to the next phase unless all Proposals that rank above it are also moved to the next phase, excluding any Proposals that the State disqualifies because of excessive cost or other irregularities. Alternatively, if there are to be no more phases because the State feels they are unnecessary or inappropriate, the highest-ranking Proposal will be awarded the Contract.

If the State finds that one or more Proposals should be given further consideration, the State may select one or more of the highest-ranking Proposals to move to the next phase. The State may alternatively choose to bypass any or all subsequent phases and make an award based solely on the evaluation phase.

This RFP asks for responses and submissions from offerors, most of which represent components of the above criteria. While each criterion represents only a part of the total basis for a decision to award the Contract to an offeror, a failure by an offeror to make a required submission or meet a mandatory requirement will normally result in a rejection of that offeror's Proposal. The value assigned above to each criterion is only a value used to determine which Proposal is the most advantageous to the State in relation to the other Proposals that the State received. It is not a basis for determining the importance of meeting any requirement to participate in the Proposal process.

If the State does not receive any Proposal that meets all the mandatory requirements, the State may cancel this RFP. Alternatively, if the State believes it is in the State's interest, the State may continue to consider the highest-ranking Proposals despite their failure to meet all the mandatory requirements. In doing this, the State may consider one or more of the highest-ranking Proposals. But the State may not consider any lower-ranking Proposals unless all Proposals ranked above it are also considered, except as provided below.

In any case where no Proposal meets all the mandatory requirements, it may be that an upper ranking Proposal contains a failure to meet a mandatory requirement that the State believes is critical to the success of the RFP's objectives. When this is so, the State may reject that Proposal and consider lower ranking Proposals. But before doing so, the State must notify the offeror of the situation and give the offeror an opportunity to cure the critical mandatory requirement.

If the offeror cures its failure to meet a critical mandatory requirement, its Proposal will continue to be considered. But if the offeror is unwilling or unable to cure the failure, its Proposal may be rejected. The State then may continue to consider the other remaining Proposals, including, if the State so chooses, Proposals that ranked lower than the rejected Proposal.

Financial Ability. Part of the Proposal evaluation criteria is the qualifications of the offeror, which includes as a component the offeror's financial ability to perform the Contract. This RFP may expressly require the submission of audited financial statements from all offerors in the Proposal contents attachment. But if the Proposal contents attachment does not make this an express requirement, the State may still insist that an offeror submit audited financial statements for up to the past three years if the State is concerned that an offeror may not have the financial ability to carry out the Contract.

In evaluating an offeror's financial ability, the weight the State assigns, if any, to that financial ability will depend on whether the offeror's financial position is adequate or inadequate. That is, if the offeror's financial ability is adequate, the value assigned to the offeror's relative financial ability in relation to other offerors may or may not be significant, depending on the nature of the Work. But if the State believes the offeror's financial ability is not adequate, that decision will be a fatal one for the offeror's Proposal, and the State may reject the Proposal despite its other merits.

Interviews, Demonstrations, and Presentations. The State may require some offerors to interview, make a presentation about their Proposal, or demonstrate their products or services. Such presentations, demonstrations, and interviews provide an offeror with an opportunity to:

- Clarify its Proposal and to ensure a mutual understanding of the Proposal's content;
- Show the features and functions of its proposed hardware, software, or solution; or
- Test or probe the professionalism, qualifications, skills, and work knowledge of the proposed candidates.

The presentations, demonstrations, and interviews will be scheduled at the convenience and discretion of the State. The State may record any presentations, demonstrations, and interviews.

The State normally will not rank interviews, demonstrations, and presentations. Rather, the State may decide to revise its existing Proposal evaluations based on the interviews, demonstrations, and/or presentations.

Determination of Responsibility. The State may review the highest-ranking offeror or its key team members to ensure that the offeror is responsible. The Contract may not be awarded to an offeror that is determined to be not responsible. The State's determination of an offeror's responsibility may include the following factors: the offeror's and its key team members' experience, past conduct on previous Contracts, past performance on previous Contracts, ability to execute this Contract properly, and management skill. The State will make such determination of responsibility based on the offeror's Proposal, reference evaluations and any other information the State requests or determines to be relevant.

Contract Negotiations. The final phase of the evaluation process may be Contract negotiations. Negotiations will be scheduled at the convenience of the State. The selected offeror(s) must negotiate in good faith.

Negotiations may be conducted with any offeror who submits a competitive Proposal, but the State may limit discussions to specific aspects of the RFP. Any clarifications, corrections, or negotiated revisions that may occur during the negotiations phase will be reduced to writing and incorporated in the RFP or the offeror's Proposal, as appropriate. Should the evaluation process have resulted in a top-ranked Proposal, the State may limit negotiations to only that offeror and not hold negotiations with any lower-ranking offeror. If negotiations are unsuccessful with the top-ranked offeror, the State may then go down the line of remaining offerors, according to rank, and negotiate with the next highest-ranking offeror. Lower-ranking offerors do not have a right to participate in negotiations conducted in such a manner.

If the State decides to negotiate with all the remaining offerors, or decides that negotiations with the top-ranked offeror are not satisfactory and negotiates with one or more of the lower-ranking offerors, the State will then determine if an adjustment in the ranking of the remaining offerors is appropriate based on the negotiations. The Contract award, if any, will then be based on the final ranking of offerors, as adjusted.

Auction techniques that reveal one offeror's price to another or disclose any other material information derived from competing Proposals are prohibited. Any oral modification of a Proposal will be reduced to writing by the offeror as described below.

Following negotiations, the State may set a date and time for the submission of best and final Proposals by the remaining offeror(s) with which the State conducted negotiations. If negotiations were limited and all changes were reduced to signed writings during negotiations, the State need not require the submissions of best and final Proposals.

If best and final Proposals are required, they may be submitted only once; unless the State makes a written determination that it is in the State's interest to conduct additional negotiations. In such cases, the State may require another submission of best and final Proposals. Otherwise, discussion of or changes in the best and final Proposals will not be allowed. If an offeror does not submit a best and final Proposal, the offeror's previous Proposal will be considered the offeror's best and final Proposal.

It is entirely within the discretion of the State whether to permit negotiations. An offeror must not submit a Proposal assuming that there will be an opportunity to negotiate any aspect of the Proposal. The State is free to limit negotiations to particular aspects of any Proposal, to limit the offerors with whom the State wants to negotiate, and to dispense with negotiations entirely.

The State generally will not rank negotiations. The negotiations will normally be held to correct deficiencies in the preferred offeror's Proposal. If negotiations fail with the preferred offeror, the State may negotiate with the next offeror in ranking. Alternatively, the State may decide that it is in the interests of the State to negotiate with all the remaining offerors to determine if negotiations lead to an adjustment in the ranking of the remaining offerors.

From the opening of the Proposals to the award of the Contract, everyone working on behalf of the State to evaluate the Proposals will seek to limit access to information contained in the Proposals solely to those people with a need to know the information. They will also seek to keep this information away from other offerors, and the evaluation committee will not be allowed to tell one offeror about the contents of another offeror's Proposal in order to gain a negotiating advantage.

Before the award of the Contract or cancellation of the RFP, any offeror that seeks to gain access to the contents of another offeror's Proposal may be disqualified from further consideration.

Negotiated changes will be reduced to writing and become a part of the Contract file open to inspection to the public. The written changes will be drafted and signed by the Contractor and submitted to the State within five business days. If the State accepts the change, the State will give the offeror written notice of the State's acceptance. The negotiated changes to the successful offer will become a part of the Contract.

Failure to Negotiate. If an offeror fails to provide the necessary information for negotiations in a timely manner, or fails to negotiate in good faith, the State may terminate negotiations with that offeror and collect on the offeror's bid bond, if a bid bond was required in order to respond to this RFP.

PART FIVE: AWARD OF THE CONTRACT

Contract Award. The State plans to award the Contract based on the schedule in the RFP, if the State decides the Project is in its best interests and has not changed the award date.

Included with this RFP as Attachment Four (4) is the sample Contract for the RFP. In awarding the Contract, the State will issue an award letter to the selected Contractors. The Contract will not be binding on the State until the State's duly authorized representative signs both copies and returns one to the Contractor, the State issues a purchase order, and all other prerequisites identified in the Contract have occurred.

The State expects the Contractor to commence work within ten (10) working days after the State issues a purchase order under the Contract. If the State awards a Contract pursuant to this RFP and the Contractor is unable or unwilling to commence the work within a reasonable amount of time after Contract award, the State reserves the right to cancel the Contract and return to the original RFP process and evaluate any remaining offeror Proposals reasonably susceptible of being selected for award of the Contract. The evaluation process will resume with the next highest ranking, viable Proposal.

Contract. If this RFP results in a Contract award, the Contract will consist of this RFP including all attachments, written amendments to this RFP, the Contractor's accepted Proposal, and written, authorized amendments to the Contractor's Proposal. It will also include any materials incorporated by reference in the above documents and any purchase orders and change orders issued under the Contract. The form of the Contract is attached as a one-page attachment to this RFP, but it incorporates all the documents identified above. The general terms and conditions for the Contract are contained in Attachment Three of this RFP. If there are conflicting provisions between the documents that make up the Contract, the order of precedence for the documents is as follows:

1. This RFP, as amended;
2. The documents and materials incorporated by reference in the RFP;
3. The Contractor's Proposal, as amended, clarified, and accepted by the State; and
4. The documents and materials incorporated by reference in the Contractor's Proposal.

Notwithstanding the order listed above, change orders and amendments issued after the Contract is executed may expressly change the provisions of the Contract. If they do so expressly, then the most recent of them will take precedence over anything else that is part of the Contract.

ATTACHMENT ONE: PROJECT REQUIREMENTS AND SPECIAL PROVISIONS
PART ONE: PROJECT REQUIREMENTS

This attachment describes the Project and what the Contractor must do to get the job done. It also describes what the Contractor must deliver as part of the completed Project (the "Deliverables"). And it gives a detailed description of the Project's schedule.

Scope of Work. The State will provide oversight for the entire Project. However, the Contractor must provide overall Project management for the tasks in this Contract, including the day-to-day management of its staff, and assist with the management of State staff as pertaining to their assignment to this RFP Project. The Contractor must provide administrative support for its staff and activities. Throughout the Project, the Contractor must employ ongoing project management techniques to ensure a comprehensive Project plan is developed, executed, monitored, reported on, and maintained.

For the length of the Contract and any renewals, the selected Contractor must comply with all HIPAA privacy and security rules. The Contractor must ensure that all recipient health information remains protected according to HIPAA privacy and security rules and that all of the individuals on the Contractor's team will understand and adhere to these rules.

The State will provide staff, as it deems appropriate, to perform Project monitoring, will participate in quality assurance and configuration management tasks, and will participate in reviews. State technical staff is expected to assume increasing support roles throughout the Project phases, and will assume full maintenance responsibility of the system following the warranty period and any optional maintenance periods.

The Contractor must employ the proposed Project Manager as a regular, fulltime employee on the Proposal submission date and throughout the term of the Contract, including all renewals of it. Additionally, the Contractor's full-time regular employees must perform at least 30% of the work effort required to complete each phase of the Project. The Contractor may use its personnel or subcontractor personnel to meet the remaining 70% of the work effort. This Project Manager will work on-site at the Aircenter, located at 4200 East Fifth Avenue, Columbus, Ohio 43219.

The Contractor must provide a complete system as a solution for ODJFS, and that solution must meet the requirements described in this attachment.

The Project consists of two specific phases and three areas for the Work. The three areas are the translation system (Area 1), the communications and security system (Area 2), and the data repository (Area 3).

A. Phases. ODJFS foresees two (2) distinct phases to the Project:

1. **Phase 1**: In the first phase of the Project, the Contractor must develop, unit test, system test, document, deploy, and operate the solution for the period of the time starting at the award of this RFP and lasting six months.

   In the Phase 1 period the Contractor must develop and deploy its solution to duplicate the results of the existing EDI Solution. The Contractor must provide mail boxing, customer service, testing, communications, security, and translation.

   Duplication of the existing EDI solution must include both the trading partner certification and production environments; all transactions mappings and data streams; all communications and security mechanisms; operational integrity; security; and privacy of the data therein.

Communications for trading partners will be deployed first. The communications and security system will be inserted into the certification and production data streams. This will facilitate running in parallel with the existing solution allowing for direct comparison of the results of both translation systems. A phased approach will be taken in that a number of trading partners at a time will be moved from their existing mailboxes to their new mailboxes on the new communications and security system. The existing Contractor will continue to handle the data streams and process certification and production data. All inbound and outbound data will be copied to and from the existing solution providers system.

The Contractor will be responsible for the transition of the existing trading partners of ODJFS Medical Systems from the current EDI solution to the new solution. The new solution will be ready for parallel testing by the time 5 months have passed since the award of the RFP. ODJFS and the Contractor will agree on a cutover date once OHP and MIS have agreed that the results of the parallel tests are satisfactory. ODJFS will not pay for transactions costs until the new translation solution is the source of production translation.

2. **Phase 2:** The Contractor must supply the data repository for the EDI transactions and data content. The Contractor must provide the development tools and environments for ODJFS Medical Systems staff to have access to translation system, communication and security system, and database repository.

   The second phase will also be to maintain and support the translation system, communication and security system, and database repository. The Contractor must train ODJFS staff to develop, support, and maintain the systems until transitioning these duties to ODJFS staff is possible. ODJFS staff will take over the translation system and then the data repository. The communications and security system will remain under the supervision of the Contractor for the duration of the Contract.

   ODJFS and the Contractor will determine when ODJFS staff is prepared to assume responsibility for each area.

The Contractor must comply as stated with ODJFS guiding principles, standards, and contractual agreements.

B. Systems. ODJFS foresees three (3) distinct areas where the Contractor must provide services during the two (2) phases mentioned above:

- Translation System;
- Communication and Security System; and
- Database Repository.

For each of the systems mentioned above, the Contractor must provide the services and functionality, as well as meet the specifications listed below. These systems must be installed and configured to conform to the requirements of ODJFS and OIT. The Contractor must work with these agencies to ensure the success and timeliness of the product.

1. **Translation System - Area 1.** The Contractor must provide a communications and security infrastructure to support the transfer of the data between the ODJFS EDI Solution and ODJFS MMIS system. The State will purchase all hardware, AIX operating system if applicable, and Oracle software necessary for the project based on the Contractor's hardware/software plan recommendations. The Contractor must configure the hardware, AIX operating system, Oracle DBMS, and software necessary for the solution in the SOCC data center as well as the communication line (T1) between the SOCC and the Contractor's data center. The Contractor must provide a detailed document in which each item to be purchased by the State is to be identified by

part number and State Term Schedule line item number. If the item is not on a State Term Schedule, then it is to be identified on a separate list and identified as such. The Contractor will be responsible for any software for the translation system beyond the AIX and Oracle software purchased by the State. The Contractor must develop, install, and manage the solution in parallel with ODJFS' existing system.

a. **Functional Requirements.** The Contractor must provide a HIPAA compliant EDI translation system. This system will replace the existing out-sourced EDI translation system and will provide the same data translations results as the existing system as listed in the Data Transaction Supplement:

1) The new translation system must be capable of processing approximately 6 million EDI Healthcare transactions and responses per month.

2) The new translation system must duplicate all existing EDI transactions and be capable of new transactions that include:

Existing Transactions

TA1	Acknowledgment	Inbound/Outbound
270	Eligibility Inquiry	Inbound
271	Eligibility Response	Outbound
276	Claim Status Inquiry	Inbound
277	Claim Status Response	Outbound
U277	Unsolicited Claim Status Response	Outbound
278	Health Care Services Review / Prior Authorization	Inbound/Outbound
820	Premium Payment	Outbound
824	Application Advice	Outbound
834	Benefit Enrollment/Maintenance	Outbound
835	Health Care Claim Payment/Advice	Outbound
837 I	Institutional Health Care Claims (HIPAA)	Inbound
837 P	Professional Health Care Claims (HIPAA)	Inbound
837 D	Dental Health Care Claims (HIPAA)	Inbound
997	Functional Acknowledgment	Inbound/Outbound

New Transactions

837	Flat File to 837	Outbound
274	Provider Information	Inbound
275	Patient Information	Inbound
270	Eligibility Inquiry	Outbound
271	Eligibility Response	Inbound
999	Functional Acknowledgment	Inbound/Outbound
	Interactive Eligibility	
	IHCEBI / EHCEBR	
	Proprietary Transactions	
	XML Support for DTD and Schema	
	HL7	
	LOINC	
	Any to Any (Proprietary)	
	NCPDP 1.1, 5.1	

3) Solution must simultaneously support multiple versions of EDI transactions, XML, HL7 and any other standards mandated by HIPAA.

4) The Contractor must populate Oracle databases with the 270/271, 276/277, and 278/278 information based on VSAM extracts (COBOL Copybooks will be provided). These databases will generate response EDI transactions for the 270 Eligibility Inquiries, 276 Claim Status Inquiry, and the 278 prior Authorization Inquiries.

5) The Contractor must configure the hardware, AIX operating system, and software necessary for the solution in the SOCC data center as well as the communication line (T1) between the SOCC and the Contractor's data center. The State will purchase all hardware, AIX operating system, and Oracle software necessary based on the Contractor's hardware/software plan recommendations for the system. The Contractor will be responsible for any software for the translation system beyond the AIX and Oracle software purchased by the State.

6) The Contractor must develop the EDI translation maps and logic to duplicate the existing data flow, as shown in the Data Transaction Supplement.

7) The Contractor must provide a communications and security mechanism to support the transfer of the data between the communication and security system and the translation system and between the translation system and the MMIS system. The Contractor's solution must be developed, installed, and managed in parallel with the existing system and must integrate with the existing NDM (Connect:Direct) solution to communicate to MMIS.

8) The new translation system must have development, test, certification, and production environments. The trading partners must be able to submit claims to both the ODJFS production environment and the certification environment. The production and certification systems will reside at the SOCC and the test and development systems will reside at the Aircenter.

9) Trading partners must be transitioned over to the new communications solution to facilitate parallel testing of translation. A testing plan must be submitted that describes this testing and cutover of communications and the testing in parallel of translation and eventual cutover to the new translation system. The testing plan must also include a testing plan for the data repository and any and all ancillary systems as well as Unit testing, system testing and User Acceptance testing that is required and necessary in the Project.

10) Once the new solution is fully operational, the Contractor must begin the task of training and preparing ODJFS staff to take over development, operations, and maintenance of the solution.

11) The Contractor must support, maintain, and operate the system until the State and the Contractor mutually sign-off on the transfer of responsibility.

12) The translation system must deliver and pick up data files and placeholder files from the existing MMIS system in the current formats and at the times that files are created and moved currently. See the Data Transaction Supplement.

13) The translation system hardware installation and back-up must be coordinated with ODJFS and OIT.

14) The Contractor must create an outbound flat file to 837 map for the purpose of creating test claims.

b. Standards and Transaction Support. The translation system must operate within the following specifications:

1) The translation system and mapping hub must be able to support multiple standards and proprietary data formats, as well as the capability to handle large data file and record sizes.

2) The translation system must support event-driven operating system events and timed events.

3) The translation system must support real time events.

4) The translation system must support software upgrades for the translation system and any related or ancillary application; the Contractor must ensure that all software upgrades are included for the length of the Contract.

5) All maps, translation objects, and any custom coding written for the Project must remain the property solely of the State.

c. Version Support. The translation system must operate within the following specifications:

1) The translation system must support multiple EDI versions and version upgrades (e.g. 3040, 4010A1, 5010.)

2) The translation system must support version sub-releases.

d. Operating System Support. The translation system must operate within the following environments and specifications:

1) The translation system must support multiple concurrent sessions/threads.

2) The translation system must operate under AIX UNIX Version 5 or above.

3) The translation system must support system LAN compatibility and TCP/IP.

4) The translation system must support software that runs on server-based systems.

e. Translation System Graphical User Interface Support. The user interface must be robust and support the development of new maps and translation objects and must operate within the following environments and specifications:

1) Interface must be GUI based and must have the ability to provide support for development of maps, transaction tracking, translation application status, translations application errors, creating and modifying trading partner configurations, including defaults.

2) Graphical User Interface must operate on Windows XP, Windows 2000, and Windows NT.

3) Graphical User Interface must have the ability transfer data from one transaction to another transaction.

4) Graphical User Interface must have the ability to translate codes on input and output.

5) Graphical User Interface must have the ability to display rules or code applied field or loop level.

6) Graphical User Interface must have the ability to point and click access to stored documents via a Hyper-Link.

7) Graphical User Interface must have the ability to duplicate maps to make similar maps.

8) Graphical User Interface must have the ability to have different security for production, certification, and test environments.

f. **Trading Partner Features.** The translation system must have a robust trading partner management capability and must operate within the following environments and specifications:

1) Interface must have the ability to set up each transaction set as both test and production by the trading partner.

2) Interface must have the ability to maintain a control number for each transaction set by the trading partner.

3) Interface must have the ability to maintain delimiters by the trading partner.

4) Interface must have the ability to consolidate and associate multiple healthcare providers and claims with a single or multiple trading partner destinations.

g. **Mapping Features.** The translation system must support many different capabilities and mapping features and must operate within the following environments and specifications:

1) All translation maps must be able to be compiled.

2) All translation maps must be able to be interpreted.

3) All translation maps must be able to map directly to/from an application.

4) Must have the ability to access ODBC compliant databases.

5) Must have the ability to handle custom binary objects (BLOBs) in the BIN segments of EDI Transactions.

6) Must have the ability to import internal file definitions without re-keying.

7) Must have the ability for coding of user exits for user defined processing to interact with other applications, databases, or other purposes.

8) Must have the ability to conditionally map data elements.

9) Must have a method of moving mappings from one version to the next.

10) Unbundled translator tables must have the ability to be updated/modified by the user through a menu interface.

11) Must have the ability to allow users to customize layouts for flat-file interface.

12) Must have the ability to create one map for multiple trading partners with specific requirements.

13) Must have user definable validation.

14) Must have the ability to calculate the value of certain fields.

15) Must have the ability to perform table look-ups in remote databases.

16) Must have the ability to define numeric, monetary and string values.

17) Must have the ability to perform concatenation/un-concatenation of data elements.

18) Must have the ability to perform logic processing (If, Then, Else).

19) Must have the ability to perform automatic numeric type conversions (fixed to float and vice versa).

20) Must have the ability to perform automatic date conversion and ability to handle date ranges/formats.

21) Must have the ability to create EDI looping structures within EDI looping structure (nested looping).

22) Must have "exit" support from the mapping/translation to run external programs and then return to the mapping process.

23) Must have support in the mapping for external HIPAA code sets and the ability to update those code-sets whenever updates are made available via the standards organizations that control the code-sets.

h. Standard Features. The translation system must support these standard features:

1) Must have the ability to handle industry standard extensions.

2) Must have the ability to define private (non-standard) formats.

3) Must have the ability to define separate standards and maps for each trading partner.

4) Must have the ability to build tables to test standards still in the trial stage.

i. Acknowledgment Requirements. The translation system must support industry standard acknowledgements as well as the ability to create "turn around" mappings, maps that can immediately generate response transactions. "Turn around mappings" are defined in the RFP as mappings that can be called and executed based on an inbound or outbound transaction that is being processed. It must also support these features:

1) Must have the ability to automatically generate functional acknowledgments 997, 999, and TA1 transactions when transactions are received.

2) Must have the ability to interpret and reconcile outbound 997, 999, and TA1 business transactions.

j. Recovery (Resend) & Backup. The translation system must have back-up and recovery mechanisms in the event of system failure, file corruption, or any unexpected event that makes it necessary to reprocess data. It must also have and support these features:

1) Ability to recover (resend) by date.

2) Ability to recover (resend) by ISA (interchange/message).

3) Ability to recover (resend) by GS (group header).

4) Ability to recover (resend) by transaction.

5) Ability to recover (resend) by document type.

6) Ability to recover (resend) by trading partner.

7) Automated backup capabilities.

8) Have a disaster recovery plan.

k. Audit Features. The translation system must have a robust auditing system that can assist the support team, provide for non-repudiation of files, and comply with Medicaid and HIPAA standards for privacy and security. It must also have and support these features:

1) Ability to create audit trail of system, mapping, and table changes by user ID.

2) Ability to track number of documents translated.

3) Ability to track number of transmissions translated.

4) Ability to track number of document types translated by trading partner.

5) Ability to date and timestamp all transactions flowing through the system.

l. Code Promotion. The Contractor must provide a mechanism for code promotion from the test system located at the Aircenter to the production and certification systems located at the SOCC.

2. Communication and Security System- Area 2. The Contractor must provide a communication and security system that will replace the existing out-sourced communication and security system. The new system will provide exactly the same data translation results as the old system and must duplicate all existing key pairs, communication protocols, and functionality present in the existing system. The communication and security system must meet all Medicaid and HIPAA security and privacy rules. This system must be accessible to the existing trading partners and any ODJFS approved new trading partners via the Internet. There are currently about 200 trading partners active with ODJFS, with the potential of this number increasing into the thousands. The communications and security system must be available to trading partners on a 24x7x365 day a year basis except for a pre-determined maintenance period.

a. Functional Requirements. The Contractor must provide a communication and security system that will replace the existing outsourced system and provide the following features and specifications:

1) The new communication and security system must provide exactly the same data translation results as the old system and must duplicate all existing key pairs, communication protocols, and functionality present in the existing system. The communication and security system must aggregate the data received from trading partners and forward the data to ODJFS for translation.

2) The new communication and security system must meet all Medicaid and HIPAA security and privacy rules.

3) The new communication and security system must have certification and production environments.

4) The new communication and security system must be accessible to the existing trading partners and any ODJFS approved new trading partners via the Internet.

5) The new communication and security system must be available 24/7/365 to ODJFS trading partners.

6) The new communication and security system must be owned, operated, maintained, and supported by the Contractor providing four (4) hour response times for issues or outages.

7) The new communication and security system must have the added ability to track and display all transactions flowing through the system. The system must provide for the non-repudiation of files picked up and dropped off by trading partners.

8) The tracking must be available and visible to ODJFS staff as well as the Contractor's support staff in a Web format. The Contractor must provide visibility to ODJFS support personnel of files dropped off and picked up by trading partners as well as log ins and log outs to the system. Errors that occur within the system must be reported and visible to support staff as well.

9) The Contractor must provide communications, security, EDI, XML, and custom data file routing services. The Contractor must provide communications services to the trading partners.

10) The new communication and security system must provide for the movement of EDI, XML, and custom data file transactions between ODJFS and ODJFS trading partners. The new system must duplicate the existing network as well as provide for potential new trading and additional communication paths between trading partners and the federal government.

11) The new communication and security system must be secure and comply with federal HIPAA legislation for security and privacy. The new system must comply with all existing Ohio legislation as well as ODJFS rules and regulations regarding Medicaid.

12) The new communication and security system must provide Secure FTP and HTTPS as well as PGP that are currently in use with ODJFS trading partners.

13) The new communication and security system must be accessible from the Internet.

14) The new communication and security system must be connected securely with ODJFS through the ODJFS firewall for the communication of data files to and from the translation hub with the SOCC. The new system must provide for the tracking of transactions and for the non-repudiation of the data files. The Contractor must provide and pay for connectivity between the communications and security system and the translation system within the SOCC, the connectivity must be adequate to provide rapid transmission of data between the systems.

15) The new communication and security system must be connected securely with ODJFS through the ODJFS firewall for the communication of data files to and from the data repository. The new system must provide for the tracking of files sent to the data repository. The Contractor must provide and pay for connectivity between the translation

system and data repository if necessary. The connectivity must be adequate to provide rapid transmission of data between the systems.

16) The new communication and security system must have an assured delivery mechanism between the Communication and Security system and the translation system.

17) The new communication and security system must reside within a secure data center that has redundant communication capability and redundant power capability.

18) The new communication and security system must provide mailboxing for all existing trading partners, new trading partners, and at least two test mailboxes for ODJFS on the certification system and on the production system.

19) The new communications and security system must have a full, documented, disaster recovery plan.

b. Connections, Data Types, Transports, Protocols, and Security Models. The new communication and security system must be able to support multiple communications protocols. Multiple protocols are necessary because the communications sub-system must be able to accommodate simple communications such as FTP and also sophisticated assured delivery mechanisms.

The new system must operate independently and have the ability to route documents appropriately to various destinations. Required features, protocols, and standards for the new system are listed below.

1) **Internal Process Connections.** The new system must have the ability to:

a) Communicate to and from a file system.

b) Communicate to and from a FTP server.

c) Translate EBCDIC to ASCII and ASCII to EBCDIC.

Additionally, it is **desired** that the new system support:

a) Communicate to and from a JMS Interface.

b) Communicate to and from MQ-Series queues.

c) Communicate to and from SOAP, JAVA APIs.

d) Translate packed fields to ASCII, and ASCII to packed fields.

2) **Data Types.** The new system must support:

a) Required support for EDI data types.

b) Required support for XML data types.

c) Required support for binary file data types.

3) **Data Transports.** The new system must support the following protocols to move data to and from other computer systems in a consistent, auditable, and secure way:

a) HTTP(S).

b) FTP(S).

c) SMTP/POP.

d) File Systems.

Additionally, it is **desired** that the new system support:

a) JMS.

b) MQ-Series.

4) **Business protocols.** The new system must support:

a) AS1

b) AS2

c) Secure FTP

Additionally, it is **desired** that the new system support:

a) Secure JMS

b) Secure MQ-Series

c) RNIF 1.1

d) RNIF 2.0

e) ebXML

5) **Document routing.** The new system must support the following data file routing:

a) Via profile preferences.

b) Via document header.

c) Hub and spoke.

d) Peer-to-peer.

6) **Security models.** The new system must support the following:

a) Self-signed certificates.

Additionally, it is **desired** that the new system support:

a) VeriSign

b) VeriSign XKMS certificate acquisition

c) Entrust

d) Entrust PKIX-CMP certificate acquisition

e) Baltimore

f) RSA

g) CA certificate

c. Audit Features. The translation system must have a robust auditing system that can assist the support team, provide for non-repudiation of files, and comply with Medicaid and HIPAA standards for privacy and security. The support team must have access to these audit features. Additionally, the system must have the following:

1) Ability to create audit trail of communication system

2) Ability to track number and size of files.

3) Ability to track number of transactions by trading partner and date.

4) Ability to date and timestamp all transactions flowing through the system.

3. Database Repository and Databases - Area 3. The Contractor must provide a data repository that will be Oracle on AIX based and contain data from the inbound and outbound transactions. The Contractor must also create databases for other purposes, including claim status, eligibility, and prior authorization, as well as the operational data store for the translation application if required by the application. The operational data store will keep track of transactions moving through the system and will assist the support area in troubleshooting the communications, security, and translation functions as well as any ancillary data paths used for delivery of files to the legacy system. The eligibility, claim status, and prior authorization databases as well as the operational data store must be made available in Phase 1 of the Project. The data repository will be made available in Phase 2 The data repository of claim data must be designed so that data can be analyzed from a financial perspective as well as a clinical perspective.

a. Functional Requirements. The Contractor must provide a database repository that will provide the following features and specifications:

1) The data repository must be Oracle on AIX based and contain data from the inbound and outbound transactions.

2) The data repository must have development and test databases located at the Aircenter, and certification and production environments located at the SOCC.

3) The data repository must have databases for:

- Eligibility;
- Claim status;
- Prior authorization;
- The operational data-store; and
- Claim data.

4) The eligibility prior authorization and claim status databases must be available 24x7x365, and the claim data and operational data-store (translation application) databases must be available based on the schedule of data flow. See the Data Transaction Supplement.

5) The data repository database structure and normalization will be the responsibility of the Contractor with the input from ODJFS personnel.

6) The eligibility and claim status databases must be built from extracts created from the MMIS VSAM system and will be used to respond to 270, 276, and 278 inquiries.

7) The operational data store will be the database used by the translation application.

8) The operational data store must have the ability to assist the support area in troubleshooting the communications, security, and translation functions as well as any ancillary data paths used for delivery of files to the legacy system.

9) The databases and data repository must be accessible to ODJFS using tools like Cognos.

10) The development tools for the data repository will be Oracle based or supplied by ODJFS in the case of Cognos.

11) Access to data within any of the databases within production, certification, test and development must all be secure and comply with all Medicaid and HIPAA privacy and security rules and provide logging of access.

b. **Relational Databases.** The Contractor must provide relational databases that will be used to store the transaction code sets data for the Eligibility database, Claim Status database, Operational Data-store, and the claim data repository; it must provide the following features and specifications:

1) The databases must be Oracle running on AIX and capable of high transaction volumes, high availability, run on any appropriate operating system, and support very large database (VLDB) performance features including partitioning.

2) The data repository must be partially replicated from the operational data store, other databases, and VSAM extracts as well as files and data streams.

3) The data must be accessible via COGNOS and native tools.

4) All databases must be normalized (3^{rd} Normal Form), with documentation provided to ODJFS unless a specific written request is made and approved to de-normalize the database by the State.

c. **Database system features.** Required features and standards for the new system are listed below. The system must support:

1) Oracle database system.

2) Support XML.

3) Partitioning.

4) High availability and hot backups.

5) Recovery; includes point-in-time recovery and selective recovery of partial database.

6) Security model.

7) Solution sized with the capability to house (terabytes) of archived/previously processed data.

8) Store and execute procedures.

9) Testing/demonstration of capacity/throughput performance.

10) Multiple separate DBMS environments including development, testing (1 or more) and production.

11) Detailed physical database design documents for all databases. These must be created using Erwin data modeler.

C. Project/Contractor Requirements. ODJFS desires a strategic partnership with the selected Contractor that spans the entire systems development life cycle of the Project. ODJFS desires a relationship that facilitates a streamlined, mutually responsive, and shared-risk environment which utilizes a repeatable, well-documented, and maintainable systems development life cycle. The Contractor must provide and perform the following during the Contract:

1. Tools. The Contractor must use the tools that are already in use by ODJFS, including all of the following at a minimum:

- **Microsoft Project.** Used to create and maintain the Project/iteration schedule; work break down structure and associated task assignments; communication of task status by team members; and resource utilization analysis.

- **Microsoft Word.** Used to create and maintain all text based documentation associated with the Project.

- **Microsoft Excel.** Used to create and maintain all spreadsheet and/or table based data associated with the Project.

- **Microsoft Visio.** Used to create and maintain all diagrams and charts associated with the Project.

- **Erwin Datamodeler.** Used to create database design models.

2. Guidelines. If present, the Contractor must use and comply with specific guidelines. ODJFS will supply the templates or direct the Contractor to the appropriate documentation. In addition, the Contractor's solution must be based and comply with the following initiatives and guiding principles:

a. Complies with MITA Initiatives. It is desirable that the solution comply with the principles and technical solutions outlined in the documentation provided by CMS in the areas of leveraging open systems and component based architectures.

  - http://www.cms.hhs.gov/medicaid/mmis/mita.asp

b. Complies with the HIPAA Legislation of 1996. The solution must comply with the HIPAA Security, Privacy, and Transaction and Code-set rules. All maps and externally facing transactions must comply with the standards of X.12 and HIPAA.

- http://aspe.os.dhhs.gov/admnsimp/index.shtml

c. **Shares vision of CMS HIT initiative**. It is desirable that the solution shares the vision of the CMS HIT initiative.

- http://www.hhs.gov/healthit/

d. **Adhere to National Standards Where Applicable.** If other standards are applicable to the Project the Contractor and the State will determine if they should be adhered to.

D. Hardware, Software, and Capacity.

1. **Project Hardware.** The communication and security system will be owned, operated, maintained, and supported by the Contractor. The State will purchase all hardware, AIX operating system if applicable, and Oracle software necessary for the project based on the Contractor's hardware/software plan recommendations. The Contractor must configure the hardware, AIX operating system, Oracle DBMS, and software necessary for the solution in the SOCC data center as well as the communication line (T1) between the SOCC and the Contractor's data center. The Contractor must provide a detailed document in which each item to be purchased by the State is to be identified by part number and State Term Schedule line item number. If the item is not on a State Term Schedule, then it is to be identified on a separate list and identified as such. All hardware recommended in the plan must comply to the following specifications:

a. The Contractor must submit the Contractor's hardware/software plan as a deliverable when the operational requirements are complete; representatives of OIT and ODJFS will review and approve the Contractor's hardware/software plan.

b. The Contractor must provide a detailed document in which each item to be purchased by the State is to be identified by part number and State Term Schedule line item number. If the item is not on a State Term Schedule, then it is to be identified on a separate list and identified as such.

c. ODJFS requires a development environment for the translation and data repository system.

d. ODJFS requires a test environment for the translation and data repository system.

e. ODJFS requires a certification environment for the translation, communications, and data repository system.

f. All hardware that is part of the translation or data repository portions of the solution will be owned by the State.

2. **Project Software.** The State will purchase all hardware, AIX operating system if applicable, and Oracle software necessary for the project based on the Contractor's hardware/software plan recommendations. The Contractor must configure the hardware, AIX operating system, Oracle DBMS, and software necessary for the solution in the SOCC data center as well as the communication line (T1) between the SOCC and the Contractor's data center. The Contractor will be responsible for any software for the translation system beyond the AIX and Oracle software purchased by the State. The State will not purchase the communications and security system software, and the Contractor will retain ownership of the communications and security system and its software at the end of the Contract. All software must comply to the following specifications:

a. All licenses and all software used or purchased for the translation and data repository portion of the solution will be owned by the State. Software used or purchased for the communications and security system will not be owned by the State.

b. Legal ownership of any code written for the Project will belong exclusively to the State.

c. The Contractor must provide desktop client installations for the translation development to five (5) ODJFS Medical Systems staff.

d. The Contractor must provide desktop client installations for the translation support to five (5) ODJFS BISS staff.

e. The translation system source code must be provided if licensable.

3. Solution Capacity. The Contractor is responsible for the following:

The Contractor must recommend, install, and implement a solution capable of routing, processing/translating, and loading into the data repository an average of 500,000 EDI Healthcare transactions and responses daily with a peak volume of 150,000 claims, 1,000,000 remittances and 25,000 eligibility inquiries a day.

The Contractor must perform a capacity analysis of the ODJFS platform environment. The purpose of conducting this analysis is to identify capacity and performance measurements required to adequately support the Project production environment. The Contractor is required to provide a document detailing the capacity analysis.

E. Training. The Contractor must provide documentation and training on the solution as part of the transition to ODJFS as well as the training plan. The Contractor is responsible for the following:

1. The Contractor must train five (5) ODJFS MIS BISS and five (5) MIS MMIS staff in the support of the translator solution.

2. The Contractor must train five (5) ODJFS MIS MMIS staff in the development of translation maps.

3. The Contractor must train five (5) ODJFS MIS BISS staff in the operational support of the translation system.

4. The Contractor must train five (5) ODJFS MIS BISS staff in the operational support of the data repository system.

F. Support and Maintenance. The Contractor must provide the following support services:

1. Internal EDI Translation Support. The Contractor must staff a support area to provide internal operational support for ODJFS. This support will be in place until the Contractor and ODJFS agree that responsibility for this area should shift to ODJFS. The Contractor must provide:

a. Internal support that consists of hardware and software maintenance.

b. Support for document mapping.

c. Support for on-call trouble shooting for any operational situations.

d. Support for restoring and recovery of inbound and outbound documents.

e. Support for all other aspects pertaining to the operational readiness and viability of the translation and data archiving hardware and software platforms.

2. **External EDI Translation Support.** The Contractor must provide support for external trading partners. The Contractor must provide:

   a. Support for answering routine trading partner inquiries and problem resolution.

   b. Support for problem and inquiry tracking.

   c. Support for trading partner setup in the test and production environments.

   d. Support for routine and exception trading partner notifications and communications.

3. **Internal Communications & Security Support.** The Contractor must provide internal operational support for the communications and security infrastructure and work with ODJFS security and networking personnel.

4. **External Communications & Security Support.** The Contractor must provide external operational support for the communications and security infrastructure and assist trading partners of ODJFS with communications and security issues.

5. **Internal support for Databases, Data Repository.** The Contractor must provide external operational support for all databases and the data repository and assist ODJFS operational and development personnel with any issues that arise. This support will be in place until ODJFS assumes responsibility after one year (as detailed within this scope of work.)

6. **External Support for Data Repository.** Assist ODJFS users with any issues of accessing data or features of the repository. This support will be in place until ODJFS assumes responsibility after one year (as detailed within this scope of work.)

7. **Internal support for all ancillary applications.** The Contractor must provide internal support to the ODJFS development or operations staff for any issues that arise with any ancillary applications. Ancillary applications are software applications that are part of the solution but are not specifically named within the document. This includes the operating system, web servers, application servers, monitoring software, back-up software, database servers, or any other applications necessary for the operation of the system.

8. **Internal Support for all Hardware.** The Contractor must assist ODJFS and OIT in any hardware issues that arise.

9. **Issues Tracking.** The Contractor must track all issues that arise with the system whether they are internal or external and provide access to ODJFS personnel to the issue repository. The Contractor must also document all resolutions to any issues.

Contractor Responsibilities and Deliverables. The Contractor must meet all RFP requirements and complete all Project milestones and Deliverables, as defined in the Project Plan.

Description	Phase	Target Date*
System Design, Deployment and Implementation Documentation Approved (Application and Technical Solution Design, which includes hardware/software recommendation plan)	1	5 Weeks

Hardware and software for translation and data repository portion of the solution installed, configured and approved.	1	18 Weeks
Certification of the SOCC technical installation of applications, dbms, and network connectivity and communications and security system established and approved.	1	5 Months
Parallel Testing Complete and Approved for EDI and communications and security systems	1	22 Weeks
Production Cutover complete for EDI and communications and security systems	1	6 Months
Database Repository Complete and Approved	2	8 Months
Training of State Staff Complete and Approved	2	11 Months
Translation and Data Repository Systems Transferred to ODJFS Personnel	2	12 Months

* Dates are relative to Work start date

Maintain Project Plan. The Contractor must be required to update the Proposal Project plan (see Attachment Two) and submit a detailed Project plan, in electronic and paper form, to the Agency Project Representative for approval within ten (10) business days of purchase order issuance. At that point and moving forward, the Project plan must meet the following general requirements:

- The Project plan (including WBS and schedule) must be formally updated in conjunction with and be provided as part of the monthly reporting requirement throughout the Project;
- The Project plan must allow adequate time for the State to review, comment and approve Deliverables submitted by the Contractor.

The Contractor's Project plan must allow a minimum of ten (10) business days for review by the State staff for all Deliverables and a minimum of fifteen (15) business days for lengthy Deliverable documents as mutually agreed upon. (See Attachment Two for components of the Project plan.)

Meeting Attendance and Reporting Requirements. The Contractor's project management approach must adhere to the following Project meeting and reporting requirements:

- Immediate Reporting - The Project Manager or his or her designee must immediately report any Project Team staffing changes to the Agency Project Representative (See: Attachment Three: Part Two: Replacement Personnel).
- Attend Status Meetings **-** The Contractor's Project Manager and other Project team members are required to attend status meetings with the Agency Project Representative and other members of the Project team deemed necessary to discuss Project issues. These meetings must follow a mutually agreed upon agenda, and must allow the Contractor or the State the option to discuss other issues that concern either party.
- Provide Status Reports - The Contractor must provide written status reports to the Agency Project Representative at least one full business day, excluding State holidays, before each status meeting.
- Status reports must contain at a minimum descriptions of the following:
    - Updated GANTT chart, along with a copy of the corresponding Project work plan files (i.e. MS Project) on electronic media as mutually agreed upon by the State and the Contractor;
    - Status of currently planned tasks, identifying specifically tasks not on schedule and a resolution plan to return to the planned schedule;
    - Issues encountered, proposed resolutions and actual resolutions;

- The results of any tests;
- A Problem Tracking Report must be attached;
- Anticipated tasks to be completed in the next week;
- Task and Deliverable status, with percentage of completion and time ahead or behind schedule for tasks and milestones;
- Proposed changes to the Project WBS and Project schedule, if any;
- Identification of Contractor Project staff assigned to specific activities;
- Planned absence of Contractor Project staff and their expected return date;
- Modification of any known staffing changes; and
- System integration activities.

The Contractor's proposed format and level of detail for the status report will be subject to State approval.

Develop, Submit and Update High-Level Plans. As part of the Project, the Contractor must develop high-level Project management (Project plan) plans and continue to update the plans with more detail throughout subsequent Project phases, to address, at a minimum, the following subjects:

Project Plan:

- Project Integration;
- Project Scope;
- Project Time;
- Project Cost;
- Project Quality;
- Project Staffing;
- Project Communications;
- Project Risk; and
- Project Procurement.

System Development Plan:

- Conversion plan;
- Hardware/Software recommendations plan;
- Testing plan (to include all test scripts and data required to test to the lowest level);
- Benchmark plan;
- Implementation plan;
- Training plan (for users; technical staff);
- System implementation plan;
- Change management plan;
- Transition (including system transition strategy; procedures); and
- Quality Assurance, Configuration Management.

The above plans should be developed from information provided by State personnel who are assigned to this Project. These State personnel have varying percentages of their time to devote to this Project. The Contractor needs to be mindful of State staff time commitments to the Project in creating their Project schedule and when obtaining information from State staff to create the above plans.

Performance Testing. A performance test will be done. Attachment Three: Part Five describes the procedure and criteria for testing.

Performance Criteria. Performance will be judged for the following criteria and measurements:

	Phase	Criteria	Measurement

1.	1	Accuracy	100% of new solution translations match current production and certification data streams prior to adjudication.
2.	1	Schedule	Communication and translation meets production and certification schedule detailed in #1 above for 30 days.
3.	1	Schedule	Back-up and recovery accomplished for translation system nightly for 30 days.
4.	2	Accuracy	Database repository load is 100% accurate for pre- and post-translation data.
5.	2	Schedule	Database repository load meets daily requirements detailed in #4 above for 30 days.
6.	2	Schedule	Back-up and recovery accomplished for translation system and database repository nightly for 30 days.

Work Hours & Conditions. Unless otherwise approved by the State's Project Management representative, the Contractor must adhere to these standards:

- The Contractor must house the certification and production servers at the State of Ohio Computer Center (SOCC) 1320 Arthur E. Adams Rd, Columbus, Ohio 43221.
- The Contractor must house the test and development servers at the Aircenter, 4200 East Fifth Avenue, Columbus, Ohio 43219.
- The Contractor Project Manager will be located full time from the hours of 8:00 AM to 5:00 PM Monday through Friday at the Aircenter, 4200 East Fifth Avenue, Columbus, Ohio 43219.
- The Contractor must provide a location for all of their employees to work until the parallel testing begins. When the parallel testing begins, the Contractor must be provided an area by ODJFS at The Aircenter. The Contractor must continue to use this space until the training and transition is complete.
- Unless otherwise noted ODJFS's work hours are 8:00 AM to 5:00 PM Monday through Friday.

ATTACHMENT ONE: PROJECT REQUIREMENTS AND SPECIAL PROVISIONS
PART TWO: SPECIAL PROVISIONS

Submittal of Deliverables. The Contractor must perform its tasks and produce the Work that meets the Contract requirements. The Contractor's Work will be completed in steps/Deliverables. The Contractor must provide the required Deliverables no later than the due dates proposed in the RFP or included in the Contractor's Project Plan and approved by the State. At the time of delivery of a written Deliverable, the Contractor must submit an original and one (1) copy of each Deliverable, plus an electronic copy. The electronic copy must be provided in a file format approved by the State. A Deliverable Submittal Form must be submitted with each of the Deliverables and be signed by the Contractor Project Manager. A sample submittal form can be found in Attachment Five of the RFP.

By submitting a Deliverable, the Contractor represents that, to the best of its knowledge, it has performed the associated tasks in a manner that meets the Contract requirements.

The Contractor must provide Deliverables to the Agency Project Representative who will review (or delegate review of) the materials or documents within ten (10) business days after the receipt date, except for larger Deliverables such as the system design, where there will be a minimum of fifteen (15) business days for review. The receipt date is not counted as one of the ten (10) or fifteen (15) review days.

If the material or document is determined not to be in compliance, the Agency Project Representative, will note the reason for non-compliance on the Deliverable Submittal Form and send the form to the Contractor's Project Manager outlining the reason(s) for the State's determination. The Contractor, at no expense to the State, will bring the work, determined by the State to be in non-compliance with the Contract, into conformance and within ten (10) working days of notice, re-submit the Deliverable to the Agency Project Representative.

If the State agrees the Deliverable, Deliverable material, or documents are compliant, the Agency Project Representative will indicate compliance by signing the Deliverable Submittal Form and submitting it to the Contractor. In addition, if the Agency Project Representative or designee determines that the payment associated with the Deliverable should be paid to the Contractor, the Agency Project Representative will indicate on the Deliverable Submittal Form that payment should be made.

The Contractor understands that the State form authorizing payment (Attachment Five) and the payment itself do not represent or indicate that the State has accepted the Deliverables associated with the payment, as the State's acceptance of the Deliverables that are part of developing the system is conditional upon a successful performance test upon completion of the system.

Status reports are not subject to the review timeframes stated above.

The Contractor's Fee Structure. The State foresees the Contractor's fee structure containing three (3) specific areas for cost.

> **COST AREA ONE – DELIVERABLES.** Area One will be Deliverable based and be active in both Phase 1 and Phase 2 of the Project. Upon receipt of a signed Deliverable Submittal Form (Attachment Five) indicating the State agrees the Deliverable identified in the Work Breakdown Structure (WBS) is compliant or a milestone has been met and payment should be made, the Contractor may submit an invoice for that Deliverable/milestone according to the payment schedule. Payment will be based on the Deliverables and percentages detailed in the following table:

Payment Milestone/Deliverable	Payment	Cost
System Design, Deployment and Implementation Documentation Approved (Application and Technical Solution Design, which includes hardware/software recommendation plan)	5%	$____________________
Hardware and software for translation and data repository portion of the solution installed, configured and approved.	5%	$____________________
Certification of the SOCC technical installation of applications, dbms, and network connectivity and communications and security system established and approved.	5%	$____________________
Parallel Testing Complete and Approved for EDI and communications and security systems	15%	$____________________
Production Cutover complete for EDI and communications and security systems	20%	$____________________
Database Repository Complete and Approved	20%	$____________________
Training of State Staff Complete and Approved	10%	$____________________
Translation and Data Repository Systems Transferred to ODJFS Personnel	20%	$____________________
Total for % for Cost Area One - Deliverables		$____________________
Network connectivity and communications and security system established and approved.	Costs	$____________________
Total Fixed Costs for Cost Area One - Deliverables		**$____________________**

COST AREA TWO – DIRECT COSTS. Area Two will be a monthly-based fee and be active in Phase 1 through turnover of the solution to ODJFS in Phase 2.

During Phase 1 the cost for operations and support of the translation system must be included in this monthly rate; during Phase 2, the operations and support of the data repository will be added. The monthly fee-based rate must be an all-inclusive fee for the operational support of the solution for these two systems. This fee must account for all costs associated with support, including any operational costs incurred outside of normal business hours, or due to foreseen and unforeseen operational errors.

COST AREA THREE – RATE (PER TRANSACTION) COSTS. Area Three will be a per transaction rate paid in arrears and be active from production turnover and acceptance through the end of the Contract. The per transaction fees will be billed monthly in arrears and paid within 30 days of the State's receipt of a proper invoice. Any yearly licensing or maintenance fees must be included as part of the monthly per transaction rate.

The State will not accept per character or per byte rates as a basis for rate setting. The State will pay for the transmittal and routing of files between trading partners and ODJFS. The State expects a tiered rate structure that provides reduced transaction rates as the volume of transactions increase. The State also expects that certain transactions are "bundled" together, these are: 270/271, 278/278, 276/277, 837/835. ODJFS also expects acknowledgment transactions to be part of the bundled rates.

The State will not start payment of transaction or transmittal costs until the translation solution is the source of production transmittals. The State will continue to pay these costs for the life of the Contract and any renewals once production begins.

EDI X12 Transaction	Charge for Each Individual Transaction per Tier
Section 1	
Claims (X12.837 P, I, D) each up to 1,000,000 per month	per transaction fee
Claims volume of 1,000,001 to 1,250,000	per transaction fee
Claims volume of 1,250,001 to 1,500,000	per transaction fee
Claims volume of 1,500,001 to 1,750,000	per transaction fee
Claims volume of 1,750,001 to 2,000,000	per transaction fee
Claims volume above 2,000,000	per transaction fee
Section 2	
Unsolicited Claim Status (X12.U277)	Included with claim charge
X12 Responses of TA1 and 997	Included with claim charge
Application Advice (X12.824)	Included with claim charge
Section 3	
Remittance Advice (X12.835) for non-pharmacy claims	Included with claim charge
Section 4	
Eligibility Queries & Responses (X12.270/271) each up to 500,000 per month	per transaction fee
Transaction volume of 500,001 to 1,000,000	per transaction fee
Transaction volume of 1,000,001 to 1,500,000	per transaction fee
Transaction volume of 1,500,001 to 2,000,000	per transaction fee
Transaction volume above 2,000,000	per transaction fee
Section 5	
Claim Status Queries & Responses (X12.276/277) each up to 500,000 per month	per transaction fee
Transaction volume of 500,001 to 1,000,000	per transaction fee
Transaction volume of 1,000,001 to 1,500,000	per transaction fee
Transaction volume of 1,500,001 to 2,000,000	per transaction fee
Transaction volume above 2,000,000	per transaction fee
Section 6	

EDI X12 Transaction	Charge for Each Individual Transaction per Tier
Healthcare Service Review Queries & Responses (X12.278Q/278R) each up to 10,000 per month	per transaction fee
Section 7	
Pharmacy Remittance Advice (X12.835) for claims processed by ODJFS' pharmacy benefit processor up to 2,500,000 per month	per transaction fee
Transaction volume of 2,500,001 to 3,000,000 per month	per transaction fee
Transaction volume of 3,000,001 or above per month	per transaction fee
Section 8	
Member Enrollment (X12.834) transactions (each processed)	per transaction fee
Section 9	
Premium Payment (X12.820) transactions (each processed)	per transaction fee

Reimbursable Expenses. None.

Bill to Address.

Ohio Department of Job and Family Services
Office of Fiscal Services Invoice Processing
30 East Broad Street, 38th Floor
Columbus, Ohio 43215

ATTACHMENT TWO: REQUIREMENTS FOR PROPOSALS

Proposal Format. Each Proposal must include sufficient data to allow the State to verify the total cost for the Project and all of the offeror's claims of meeting the RFP's requirements. Each Proposal must respond to every request for information in this attachment whether the request requires a simple "yes" or "no" or requires a detailed explanation. Simply repeating the RFP's requirement and agreeing to comply will be an unacceptable response and may cause the Proposal to be rejected.

These instructions describe the required format for a responsive Proposal. The offeror may include any additional information it believes is relevant. An identifiable tab sheet must precede each section of a Proposal, and each Proposal must follow the format outlined below. All pages, except pre-printed technical inserts, must be sequentially numbered. Any material deviation from the format outlined below may result in a rejection of the non-conforming Proposal.

Each Proposal must contain the following:

- Cover Letter
- Certification
- Mandatory Requirement Checklist
- Offeror Profile
- Entity Requirements
- Contract Performance
- Personnel Profile Summary
- Proposed System Solution
- Staffing Plan
- Time Commitment
- Assumptions
- Offeror Work Plans
  - Project Plan
  - Testing/Transition Plan
  - Training Plan
  - Risk Mitigation Plan
  - Disaster Recovery
- Support Requirements
- Equipment and System Elements
- Pre-Existing Materials
- Commercial Materials
- Warranty for Commercial Materials
- Conflict of Interest Statement
- Proof of Insurance
- Payment Address
- W-9 Form
- Cost Proposal

Cover Letter. The cover letter must be in the form of a standard business letter and must be signed by an individual authorized to legally bind the offeror. The cover letter will provide an executive summary of the solution the offeror plans to provide. The letter must also have the following:

a. A statement regarding the offeror's legal structure (e.g., an Ohio corporation), Federal tax identification number, and principal place of business;
b. A list of the people who prepared the Proposal, including their titles;
c. The name, phone number, fax number, e-mail address, and mailing address of a contact person who has authority to answer questions regarding the Proposal;

d. A list of all subcontractors, if any, that the offeror will use on the Project if the offeror is selected to do the work;
e. For each proposed subcontractor, the offeror must attach a letter from the subcontractor, signed by someone authorized to legally bind the subcontractor, with the following included in the letter:

    1. The subcontractor's legal status, tax identification number, and principal place of business address;
    2. The name, phone number, fax number, e-mail address, and mailing address of a person who is authorized to legally bind the subcontractor to contractual obligations;
    3. A description of the work the subcontractor will do;
    4. A commitment to do the work if the offeror is selected;
    5. A statement that the subcontractor has read and understood the RFP and will comply with the requirements of the RFP;
    6. A statement that the Subcontractor will maintain any permits, licenses, and certifications required to perform work;
f. A statement that the offeror's proposed solution for the Project meets all the requirements of this RFP;
g. A statement that the offeror has not taken any exception to the Terms and Conditions;
h. A statement that the offeror does not assume there will be an opportunity to negotiate any aspect of the Proposal;
i. A statement indicating the offeror will comply with all Federal and Ohio (Ohio Revised Code) Laws and Rules of the Ohio Administrative Code as those law and rules are currently enacted and promulgated, and as they may subsequently be amended and adopted;
j. A statement that the Contractor shall not substitute, at Project start-up, different personnel from those evaluated by the State except when a candidate's unavailability is no fault of the Contractor (e.g. Candidate is no longer employed by the Contractor, is deceased, etc.); and
k. A statement that the offeror is not now, and will not become subject to an "unresolved" finding for recovery under Revised Code Section 9.24, prior to the award of a Contract arising out of this RFP, without notifying OIT of such finding.
l. A statement that the Contractor shall keep the software current with the operating environment in which it is designed to function (and, if applicable, the subject matter covered by the software) and to correct material defects in the software in a timely fashion. The Contractor will also include a statement that it will obtain a commitment from the licensor to limit increases in the annual fee for maintenance to no more than 8% annually. See: Attachment Three: Part Five: Acceptance and Maintenance, Section 'Software Maintenance'.
m. A statement that the Contractor shall employ the proposed Project Manager as a regular, fulltime employee on the Proposal submission date throughout the term of the Contract, including all renewals of it.
n. A statement that the Contractor's full-time regular employees shall perform at least 30% of the work effort required to complete each phase of the Project. The Contractor may use its personnel or subcontractor personnel to meet the remaining 70% of the work effort.

All offerors who seek to be considered for a contract award must submit a response that contains an affirmative statement using the language in paragraph(s) a through l above.

Certification. Each Proposal must include the following certification on company letterhead signed by an individual authorized to legally bind the offeror.

(Insert Company name) affirms they are the prime Contractor and the proposed Project Manager is an employee of (insert Company name).

(Insert Company name) affirms it shall not and shall not allow others to perform work or take data outside the United states without express written authorization from the Agency Project Representative.

(Insert Company name) affirms that all personnel provided for the Project, who are not United states citizens, will have executed a valid I-9 form and presented valid employment authorization documents.

(Insert Company name) affirms that any small business program participants will provide necessary data to ensure program reporting and compliance.

(Insert Company name) agrees that it is a separate and independent enterprise from the State of Ohio and the Office of Information Technology and the Department of Job and Family Services. (Insert Company name) has a full opportunity to find other business and has made an investment in its business. Moreover (insert Company name) will retain sole and absolute discretion in the judgment of the manner and means of carrying out its obligations and activities under the Contract. This Contract is not to be construed as creating any joint employment relationship between (insert Company name) or any of the personnel provided by (insert Company name) or the Office of Information Technology and the Department of Job and Family Services.

(Insert Company name) affirms that the individuals supplied under the Contract are either (1) employees of (insert Company name) with (insert Company name) withholding all appropriate taxes, deductions or contributions required under law or (2) independent contractors to (insert Company name).

(If the offerors personnel are independent contractors to the offeror, the certification must also contain the following sentence:)

> (Insert Company name) affirms that it has obtained a written acknowledgement from its independent contractors that they are separate and independent enterprises from the State of Ohio and the Office of Information Technology and the Department of Job and Family Services for all purposes including the application of the Fair Labor Standards Act, Social Security Act, Federal Unemployment Tax Act, Federal Insurance Contributions Act, the provisions of the Internal Revenue Code, Ohio tax law, worker's compensation law and unemployment insurance law.

Offeror Disclosure of Location of Services and Data. As part of the Proposal, the offeror must disclose the following:

1. The location(s) where all services will be performed;
2. The location(s) where any State data applicable to the Contract will be maintained or made available; and
3. The principal location of business for the offeror and all its proposed subcontractors.

During the performance of the Contract, the Contractor must not change the location(s) of the country where the services are performed, change the location(s) of the country where the data is maintained, or made available without prior written approval of the State.

Mandatory Requirement Checklist. The offeror must complete the table in attachment ten (10) demonstrating the mandatory qualifications and specifications for the offeror, its proposed solution, and key personnel. If the offeror meets the mandatory requirements, the offeror's Proposal will be selected for consideration in the next phase of evaluation. Offerors who do not meet the mandatory qualifications, may be removed from further consideration.

The offeror must indicate the section, page and/or location where each of these Mandatory requirements is discussed in detail within their Proposal. Failure to provide section, page and/or location for each Mandatory requirement, or failure to describe and detail each Mandatory requirement may be cause for rejection of the offeror's Proposal.

Offeror Profile. Each Proposal must include a profile of the offeror's capability, capacity, and relevant experience working on projects similar to this Work. The profile must also include the offeror's legal name, address, telephone number, and fax number; home office location; date established; ownership (such as public firm, partnership, or subsidiary); firm leadership (such as corporate officers or partners); number of employees; number of employees engaged in tasks directly related to the Work; and any other background information that will help the State gauge the ability of the offeror to fulfill the obligations of the Contract.

Entity Requirements. This RFP includes Entity Profile Summary forms as an attachment. The offeror must use these forms and fill them out completely to provide the entity requirement information. Entity experience requirements may be met by the offeror or the subcontractor, but the form must detail the experience of the entity proposed to perform the Work for this Project.

The criteria will be evaluated for the entity proposing the solution. The criteria may be met by either the offeror or subcontractor, but must be provided by whoever is proposed to perform those services for this Project.

When evaluating the entity's experience, the State will only consider non-overlapping experience when evaluating projects for experience months; months where project's experience overlap will not be counted toward the total months experience.

The Entity Profile Summary forms contained in this document have been customized for the applicable offeror requirements. (Refer to Attachment Six A, B & C.) Each page of the form may contain minor variations. If an offeror elects to re-create the forms electronically, please <u>carefully review</u> each form to ensure that it has been copied accurately. Failure to recreate the forms accurately may lead to the rejection of the offeror's Proposal.

All minimum mandatory requirements in the RFP must be met. If an offeror's Proposal does not meet the minimum mandatory requirements, the offeror's Proposal may be rejected as non-responsive.

The various sections of the Entity Profile Summary forms are described below:

a) Mandatory Experience and Qualifications. This section must be completed to show how the entity has the experience in meeting the mandatory offeror requirements. (Refer to Attachment Six A. For each reference the following information must be provided:

- Contact Information. The contact name, title, phone number, e-mail address, company name, and mailing address must be completely filled out. If the primary contact can not be reached, the same information must be included for an alternate contact in lieu of the primary contact. Failure to provide requested contact information may result in the State not including the reference in the evaluation process.
- Project Name. The name of the Project where the mandatory experience was obtained and/or service was provided.
- Dates of Experience. Must be completed to show the length of time the offeror performed the experience being described, not the length of time the offeror was engaged for the reference. The offeror must complete these dates with a beginning month and year and an ending month and year.
- Description of the Related Service Provided. The State does not assume that since the experience requirement is provided at the top of the page that all descriptions on that page relate to that requirement. Entities must reiterate the experience being described, including the capacity in which the experience was performed and the role of the entity on the Project. It is the entity's responsibility to customize the description to clearly substantiate the qualification.

- Description of how the related service shows the entity's experience, capability and capacity to develop this Project's deliverables and/or to achieve this Project's milestones.

  The entity's project experience must be listed separately and completely every time it is referenced, regardless of whether it is on the same or different pages of the form.

b) Required Experience and Qualifications. This section must be completed to show how the entity meets the required experience requirements. (Refer to Attachment Six B.) For each reference the following information must be provided:

- Contact Information. The contact name, title, phone number, e-mail address, company name, and mailing address must be completely filled out. If the primary contact can not be reached, the same information must be included for an alternate contact in lieu of the primary contact. Failure to provide requested contact information may result in the State not including the reference in the evaluation process.
- Project Name. The name of the Project where the required experience was obtained and/or service was provided.
- Dates of Experience. Must be completed to show the length of time the entity performed the experience being described, not the length of time the entity was engaged for the reference. The entity must complete these dates with a beginning month and year and an ending month and year.
- Description of the Related Service Provided. The State does not assume that since the experience requirement is provided at the top of the page that all descriptions on that page relate to that requirement. Entities must reiterate the experience being described, including the capacity in which the experience was performed and the role of the entity on the Project. It is the entity's responsibility to customize the description to clearly substantiate the qualification.
- Description of how the related service shows the entity's experience, capability and capacity to develop this Project's deliverables and/or to achieve this Project's milestones.

  The entity's project experience must be listed separately and completely every time it is referenced, regardless of whether it is on the same or different pages of the form.

c) Desirable Experience and Qualifications. This section must be completed to show how the entity meets the desirable experience requirements. (Refer to Attachment Six C and to item b above.)

References provided to meet each requirement must be from a client for whom work was performed. References cannot come from the offeror, proposed subcontractor or a company affiliated or associated with the offeror or proposed subcontractor including but not limited to subsidiary companies, partnerships, joint ventures or sister companies within a conglomerate. Each project reference must be willing to discuss the candidate's performance with the State.

Contract Performance. The offeror must complete Attachment Eight, Contractor Performance Form.

Personnel Profile Summaries. Each Proposal must include a profile for each key member of the proposed Work team. This RFP includes Personnel Profile Summary forms as an attachment. The offeror must use these forms and fill them out completely for each reference.

The Personnel Profile Summary forms contained in this document have been customized for the applicable candidate requirements. (Refer to Attachment Nine C, D & E.) Each page of the form may contain variations, some minor. If an offeror elects to re-create the forms electronically, please <u>carefully review</u> each form to ensure that it has been copied accurately. Failure to recreate the forms accurately may lead to the rejection of the offeror's Proposal.

The offeror must propose a Work team that collectively meets all the requirements in this RFP, as demonstrated through the Personnel Profile Summary forms. Additionally, each team member may have mandatory requirements listed in this RFP that the team member must individually meet. All candidates proposed must meet the technical experience for the candidate's position and be named.

All candidate requirements must be provided using the Personnel Profile Summary Forms (See Attachment Nine.) The various sections of the form are described below:

a) Candidate References. If less than three (3) projects are provided, the offeror must include information as to why less than three (3) projects were provided. The State may disqualify the Proposal if less than three (3) projects are given. (Refer to Attachment Nine A.)

b) Education and Training. This section must be completed to list the education and training of the proposed candidates and will demonstrate, in detail, the proposed candidate's ability to properly execute the Contract based on the relevance of the education and training to the requirements of the RFP. (Refer to Attachment Nine B.)

c) Mandatory Experience and Qualifications. This section must be completed to show how the candidate meets the mandatory experience requirements. If any candidate does not meet the mandatory requirements for the position the candidate has been proposed to fill, the offeror's Proposal may be rejected as non-responsive. (Refer to Attachment Nine C.)

   For each reference the following information must be provided:

   - Candidate's Name.

   - Contact Information. The contact name, title, phone number, e-mail address, company name, and mailing address must be completely filled out. If the primary contact can not be reached, the same information must be included for an alternate contact in lieu of the primary contact. Failure to provide requested contact information may result in the State not including the reference experience in the evaluation process.

   - Dates of Experience. Must be completed to show the length of time the candidate performed the technical experience being described, not the length of time the candidate worked for the company. The offeror must complete these dates with a beginning month and year and an ending month and year.

   - Description of the Related Service Provided. The State does not assume that since the technical requirement is provided at the top of the page that all descriptions on that page relate to that requirement. Contractors must reiterate the technical experience being described, including the capacity in which the experience was performed and the role of the candidate in the reference project as it relates to this RFP Project. It is the Contractors' responsibility to customize the description to clearly substantiate the candidate's qualification.

   The candidate's project experience must be listed separately and completely every time it is referenced, regardless of whether it is on the same or different pages of the form.

d) Required Experience and Qualifications. This section must be completed to show how the candidate meets the required experience requirements. If any candidate does not meet the requirements for the position the candidate has been proposed to fill, the offeror's Proposal may be rejected as non-responsive. (Refer to Attachment Nine D.)
   For each reference the following information must be provided:

   - Candidate's Name.

- Contact Information. The contact name, title, phone number, e-mail address, company name, and mailing address must be completely filled out. If the primary contact can not be reached, the same information must be included for an alternate contact in lieu of the primary contact. Failure to provide requested contact information may result in the State not including the reference experience in the evaluation process.

- Dates of Experience. Must be completed to show the length of time the candidate performed the technical experience being described, not the length of time the candidate worked for the company. The offeror must complete these dates with a beginning month and year and an ending month and year.

- Description of the Related Service Provided. The State does not assume that since the technical requirement is provided at the top of the page that all descriptions on that page relate to that requirement. Contractors must reiterate the technical experience being described, including the capacity in which the experience was performed and the role of the candidate in the reference project as it relates to this RFP Project. It is the Contractors' responsibility to customize the description to clearly substantiate the candidate's qualification.

The candidate's project experience must be listed separately and completely every time it is referenced, regardless of whether it is on the same or different pages of the form.

e) Desirable Experience and Qualifications. This section must be completed to show how the candidate meets the desirable experience requirements. (Refer to Attachment Nine E and item b above.)

References provided to meet each requirement must be from a client for whom work was performed. References cannot come from the offeror, proposed subcontractor or a company affiliated or associated with the offeror or proposed subcontractor including but not limited to subsidiary companies, partnerships, joint ventures or sister companies within a conglomerate. Each project reference must be willing to discuss the candidate's performance with the State.

Proposed System Solution. The offeror must describe in detail how its proposed system meets the System Functional and Technical Requirements as described in Attachment one (1) of the RFP. It is not acceptable to simply State that the proposed system will meet or exceed the specified system requirements. A written narrative must be provided describing the functionality of the proposed system.

All the specifications given in this RFP for equipment and other system elements are minimum system requirements. The offeror may recommend features, equipment or other elements in excess of the minimum but must clearly identify them as such, provide the rationale behind their recommendations, and explain how their recommendations will benefit the State. The recommendations may not result in additional evaluation credit being given.

Staffing Plan. The offeror must provide a staffing plan that identifies all personnel required to do the Project and their responsibilities on the Project. The State is seeking a staffing plan that matches the proposed Project key personnel and qualifications to the activities and tasks that will be completed on the Project. In addition, the plan must have the following information:

- A matrix matching each team member to the staffing requirements in this RFP,
- A contingency plan that shows the ability to add more staff if needed to ensure meeting the Project's due date(s), and
- The number of people onsite at the State location at any given time to allow the State to plan for the appropriate workspace.

At minimum, the State defines "key personnel" to include the proposed Project Manager, and any key personnel needed to meet the Offeror Team Experience Requirements listed in this RFP.

Time Commitment. The offeror must submit a statement and chart that clearly indicate the time commitment of the proposed Project Manager and the proposed team members to this Project during each phase of the System Development Life Cycle (SDLC). The offeror must also include a statement indicating to what extent, if any, the Project Manager may be used on other projects during the term of the Contract. The State may reject any Proposal that commits the proposed Project Manager and any proposed key project personnel to other projects during the term of the Project if the State believes that doing so will be detrimental to the offeror's performance. At minimum, the State defines "key personnel" to include the proposed Project Manager, and any key personnel needed to meet the Offeror Team Experience Requirements listed in this RFP.

Assumptions. The offeror must provide a comprehensive listing of any and all of the assumptions that were made in preparing the Proposal. If any assumption is unacceptable to the State, it may be cause for rejection of the Proposal. No assumptions shall be included regarding negotiation, terms and conditions, and requirements.

Offeror Work Plans. The offeror must submit for this section of the Proposal, the following Project plans that will be used to create a consistent, coherent management plan of action that will be used to guide the Project execution and control the Project:

1. **Project Plan.** The State encourages responses that demonstrate a thorough understanding of the nature of the Project and what the Contractor must do to get the Project done well. To this end, the offeror must submit for this section of the Proposal, the Project plan that will be used to create a consistent, coherent management plan of action that will be used to guide the Project execution and control the Project. The Project plan should include detail sufficient to give the State an understanding of how the offeror's knowledge and approach will:

   - Manage the Project;
   - Guide Project execution;
   - Document planning assumptions and decisions;
   - Facilitate communication among stakeholders;
   - Define key management review as to content, scope, and schedule; and
   - Provide a baseline for progress measurement and Project control.

   The offeror's Project plan, included as part of the offeror's submittal, should include at a minimum the following:

   - Description of the Project management approach;
   - Scope statement, which includes the Project objectives and the Project Deliverables/milestones;
   - Work Breakdown Structure (WBS) as a baseline scope document that includes Project elements at a level of detail to demonstrate the offeror's understanding of effort of the Work, that will have increasingly descending levels of detailed definition added as the Project continues – the Project elements should include, at a minimum, scope definition, requirements gathering, design, development, conversion, testing, benchmarking, implementation, training, and transition, as applicable;
   - Detailed Project schedule for all Project Deliverables and milestones. The Project schedule should be delivered as a Microsoft Project® Gantt chart, showing all major Project tasks on a week-by-week schedule to serve as the basis for managing the Project. The schedule should clearly demonstrate how the Project will become fully operational by the delivery date. The offeror must give dates for when the Deliverables/milestones will be completed and start and

finish dates for tasks. The offeror will also identify and describe all risk factors associated with the forecasted milestone schedule;

- Who is assigned responsibility for each Deliverable within the WBS to the level at which control will be exercised;
- Performance measurement baselines for technical scope, schedule;
- Major milestones and target date(s) for each milestone;
- Key or required staff and their expected effort;
- Description of the offeror's proposed organization(s) and management structure responsible for fulfilling the Contract's requirements;
- Definition of the milestone and/or Deliverable review processes (e.g. critical design review), and description of how communication and status review will be conducted between all parties;
- Description of Project issue resolution process; and
- If the offeror chooses to use subcontractors, this part of the offeror's Proposal must describe its approach to effectively managing its subcontractors.

2. **Testing/Transition Plan.** The offeror must submit for this section of the Proposal, the testing/transition plan that will be used to create a consistent, and coherent management plan of action that will be used to guide the testing and transition activities of the Project. The plan should include detail sufficient to give the State an understanding of how the offeror's knowledge and approach will:

   - Manage the testing/transition;
   - Guide testing/transition execution;
   - Document planning assumptions and decisions;
   - Facilitate communication among stakeholders;
   - Define key management review as to content, scope, and schedule; and
   - Provide a baseline for progress measurement and testing/transition control.

3. **Training Plan.** The offeror must submit for this section of the Proposal, the training plan that will be used to create a consistent, and coherent management plan of action that will be used to guide the training activities of the Project. The offeror's Proposal must describe their approach, methods, tools, and techniques for user and systems documentation and training. In addition, the Proposal must include the activities the Contractor will use to train the State Project team staff on the offeror's proposed system solution. The plan should include detail sufficient to give the State an understanding of how the offeror's knowledge and approach will:

   - Manage the training;
   - Guide training execution;
   - Document planning assumptions and decisions;
   - Facilitate communication among stakeholders; and
   - Define key management review as to content, scope, and schedule.

4. **Risk Mitigation Plan.** The offeror must submit for this section of the Proposal, the risk plan that will be used to create a consistent, coherent management plan of action that will be used to guide the risk mitigation activities of the Project. The plan should include detail sufficient to give the State an understanding of how the offeror's knowledge and approach will:

   - Manage the risk;
   - Risk Mitigation methodology that guides risk mitigation decisions;
   - Document planning assumptions and decisions;
   - Facilitate communication among stakeholders;
   - Define key management review as to risk management, control, resolution; and
   - Provide a baseline for progress measurement and risk control.

5. **Disaster Recovery Plan.** The offeror must submit for this section of the Proposal, the Disaster Recovery plan that will be used to create a consistent, coherent management plan of action that will be used to guide the disaster recovery activities of the Project. The plan should include detail sufficient to give the State an understanding of how the offeror's knowledge and approach will:

   - Manage disaster recovery;
   - Guide disaster recovery decisions;
   - Document planning assumptions and decisions;
   - Facilitate communication among stakeholders;
   - Define key management review as to disaster recovery, control, resolution;
   - Define Critical business functions and supporting tasks;
   - Define the Process for reporting system disruption/failure;
   - Define transitions from failure to system re-start;
   - Define alternate processing sites; and
   - Provide a baseline for progress measurement and control.

Support Requirements. The offeror must describe the support it wants from the State other than what the State has offered in this RFP. Specifically, the offeror should address the following:

- Nature and extent of State support required in terms of staff roles, percentage of time available, etc.;
- Assistance from State staff and the experience/qualification level required; and
- Other support requirements.

The State may not be able or willing to provide the additional support the offeror lists in this part of its Proposal. The offeror must therefore indicate whether its request for additional support is a requirement for its performance. If any part of the list is a requirement, the State may reject the offeror's Proposal if the State is unwilling or unable to meet the requirements.

Equipment and System Elements. The offeror must specifically identify all proposed equipment needed for the Project during the installation, customization (as applicable), implementation, and ongoing operations. The offeror's Proposal must include the proposed manufacturer's name and model for all equipment items. The offeror must also include any equipment that will be required for the implementation and ongoing operation of the Project that is not otherwise specified in this RFP.

All the specifications provided in this RFP for equipment and other system elements are minimum system requirements. The offeror may include features, equipment or other elements in excess of the minimum but must clearly identify them as such. All elements of the proposed solution must meet the mandatory technical requirements for the system. If any element of the proposed solution does not meet the minimum requirements, the offeror's Proposal may be rejected as non-responsive.

Pre-existing Materials. The offeror must list any Pre-existing Materials that the offeror owns that will be included in a Deliverable and for which the offeror wants a proprietary notice if the Deliverable is copied or distributed. For example, the offeror may have standard user interfaces or standard shells that it incorporates in what is otherwise custom software. (See the Ownership of the Work section of the General Terms and Conditions.) The State may reject any Proposal that includes existing materials for a custom solution if the State believes that such is not appropriate or desirable for the Project.

Commercial Materials. The offeror must list any commercial and proprietary materials that the offeror will deliver that are easily copied (e.g., software) and in which the State will be granted less than full ownership. Generally, these will be from third parties and readily available in the open market. Patented parts of equipment need not be listed since they are not readily copied. If the State will be expected to sign a license for the Commercial Material, the license agreement must be included as an attachment. If the State finds any provisions of the license agreement objectionable for any reason and cannot or does not negotiate an acceptable solution with the third party, regardless of the reason and in the State's sole discretion, then the offeror's Proposal will be rejected. If the State is not going to sign a license, but there will be limits on the State's use of the Commercial Materials different from the standard license in the General Terms and Conditions, then the unique scope of license needs to be detailed here. Unless otherwise provided elsewhere in this RFP, proposing to use Commercial Materials in a custom solution may, in the State's sole discretion, be a basis for rejection of the offeror's Proposal if the State believes that such is not appropriate or desirable for the Project. Any deviation from the standard license, warranty, and other related terms in the General Terms 'Commercial Material' Section, will likely result in a rejection of the Proposal, in the State's sole discretion.

Warranty for Commercial Materials. If the offeror plans to provide a Deliverable that contains Commercial Software with warranty terms that differ from the warranty terms in the General Terms and Conditions attachment, then the scope of warranty must be detailed here. This is required even if the State will not be required to sign a license for the software. Any deviation from the standard warranty in the General Terms section of this RFP for Commercial Material will likely result in a rejection of the Proposal.

Conflict of Interest Statement. Each Proposal must include a statement indicating whether the offeror or any people that may work on the Project through the offeror have a possible conflict of interest (e.g., employed by the State of Ohio, etc.) and, if so, the nature of that conflict. The State has the right to reject a Proposal in which a conflict is disclosed or cancel the Contract if any interest is later discovered that could give the appearance of a conflict.

Proof of Insurance. In this section, the offeror must provide the certificate of insurance required by the General Terms & Conditions. The policy may be written on an occurrence or claims made basis.

Payment Address. The offeror must give the address to which payments to the offeror will be sent.

W-9 Form. The offeror must complete the attached W-9 form in its entirety. At least 1 original W-9 form must be submitted. All other copies of a Proposal may contain copies of the W-9 form. Please indicate on the outside of the binder which Proposal contains the original signature.

Cost Proposal. This RFP includes a Cost Summary Form provided as an attachment. Offerors may not reformat this form. Each offeror must complete the Cost Summary Form in the exact format provided. Any reformatting may cause the State to reject the offeror's Proposal. (See: Part Three Proposal Submittal)

The Cost Proposal must not include exceptions to or additional terms and conditions or assumptions.

The State will not be liable for any costs the offeror does not identify in its Proposal.

ATTACHMENT THREE: GENERAL TERMS AND CONDITIONS
PART ONE: PERFORMANCE AND PAYMENT

Statement of Work. The RFP and the Contractor's Proposal (Collectively referred to as the "RFP") are a part of this Contract and describe the work (the "Project") the Contractor will do and any materials the Contractor will deliver (the "Deliverables") under this Contract. The Contractor will do the Project in a professional, timely, and efficient manner and will provide the Deliverables in a proper fashion. The Contractor will also furnish its own support staff necessary for the satisfactory performance of the Project.

The Contractor will consult with the appropriate State representatives and others necessary to ensure a thorough understanding of the Project and satisfactory performance. The State may give instructions to or make requests of the Contractor relating to the Project, and the Contractor will comply with those instructions and fulfill those requests in a timely and professional manner. Those instructions and requests will be for the sole purpose of ensuring satisfactory completion of the Project and will not amend or alter the scope of the Project.

Term. Unless this Contract is terminated or expires without renewal, it will remain in effect until the Project is completed to the satisfaction of the State and the Contractor is paid. But the current General Assembly cannot commit a future General Assembly to an expenditure. Therefore, this Contract will automatically expire at the end of each biennium, the first of which is June 30, 2007. The State however, may renew this Contract in the next biennium by issuing written notice to the Contractor of the decision to do so. This expiration and renewal procedure will also apply to the end of any subsequent biennium during which the Project continues. Termination or expiration of this Contract will not limit the Contractor's continuing obligations with respect to Deliverables that the State paid for before termination or limit the State's rights in such.

It is understood that the State's funds are contingent upon the availability of lawful appropriations by the Ohio General Assembly. If the General Assembly fails at any time to continue funding for the payments and other obligations due as part of this Contract, the State's obligations under this Contract are terminated as of the date that the funding expires without further obligation of the State

The Project has a completion date that is identified in the RFP. The RFP may also have several dates for delivery of Deliverables or reaching certain milestones in the Project. The Contractor must make those deliveries, meet those milestones, and complete the Project within the times the RFP and the mutually agreed to Project plan requires. If the Contractor does not meet those dates, the Contractor will be in default, and the State may terminate this Contract under the termination provision contained below. But the State may also have certain obligations to meet. Those obligations, if any, are also listed in the RFP. If the State agrees that the Contractor's failure to meet the delivery, milestone, or completion dates in the RFP is due to the State's failure to meet its own obligations in a timely fashion, then the Contractor will not be in default, and the delivery, milestone, and completion dates affected by the State's failure to perform will be extended by the same amount of time as the State's delay. The Contractor may not rely on this provision unless the Contractor has in good faith exerted all professional management skill to avoid an extension and has given the State meaningful written notice of the State's failure to meet its obligations within five (5) business days of the Contractor's realization that the State's delay will impact the Project. The notice to the State must be directed at making the State aware of its delay and the impact of its delay. It must be sent to the Agency Project Representative and the Acquisition Management Procurement Representative. Remedies resulting from the State's delay will be at the State's discretion.

The State seeks a complete Project. Any incidental items omitted in the RFP will be provided as part of the Contractor's not-to-exceed fixed price. The Contractor must fully identify, describe, and document all systems that are delivered as a part of the Project. All hardware, software, supplies, and other required components (such as documentation, conversion, training, and maintenance) for the Project to be complete and useful to the State are included in the Project and the not-to-exceed fixed price.

Compensation. In consideration of the Contractor's promises and satisfactory performance, the State will pay the Contractor the amount(s) identified in the RFP (the "Fee"), plus any other expenses identified as reimbursable in the RFP. But in no event will payments under this Contract exceed the “not-to-exceed” amount in the RFP without the prior, written approval of the State and, when required, the Ohio Controlling Board and any other source of funding. The Contractor's right to the Fee is contingent on the complete and satisfactory performance of the Project or, in the case of milestone payments or periodic payments of an hourly, daily, weekly, monthly, or annual rate, all relevant parts of the Project tied to the applicable milestone or period. Payment of the Fee is also contingent on the Contractor delivering a proper invoice and any other documents required by the RFP. An invoice must comply with the State’s then-current policies regarding invoices and their submission. The State will notify the Contractor in writing within 15 business days after it receives a defective invoice of any defect and provide the information necessary to correct the defect.

The Contractor will send all invoices under this Contract to the “bill to” address in the RFP or in the applicable purchase order.

The State will pay the Contractor interest on any late payment as provided in Section 126.30 of the Ohio Revised Code (the "Revised Code"). That section of the Revised Code currently requires monthly interest payments of one 12th of the annual rate in Section 5703.47 of the Revised Code. In addition, the State will consult with the Contractor as early as reasonably possible about the nature of the dispute and the amount of payment affected. When the Contractor has resolved the matter to the State’s satisfaction, the State will pay the amount within 30 business days after the matter is resolved.

If the State has already paid the Contractor on an invoice but later disputes the amount covered by the invoice, and if the Contractor fails to correct the problem within 30 calendar days after written notice, the Contractor will reimburse the State for that amount at the end of the 30 calendar days as a non-exclusive remedy for the State. On written request from the Contractor, the State will provide reasonable assistance in determining the nature of the problem by giving the Contractor reasonable access to the State’s facilities and any information the State has regarding the problem.

Reimbursable Expenses. The State will pay all reimbursable expenses identified in the RFP, if any, in accordance with the terms in the RFP and, where applicable, Section 126.31 of the Revised Code. The Contractor will assume all expenses that it incurs in the performance of this Contract that are not identified as reimbursable in the RFP.

In making any reimbursable expenditure, the Contractor will always comply with the more restrictive of its own, then-current internal policies for making such expenditures or with the State’s then-current policies. All reimbursable travel will require the advance written approval of the State’s Project Representative. All reimbursable expenses will be billed monthly and paid by the State within 30 business days of receiving the Contractor's invoice.

Certification of Funds. None of the rights, duties, or obligations in this Contract will be binding on the State, and the Contractor will not begin its performance, until all the following conditions have been met:

(a) All statutory provisions under the Revised Code, including Section 126.07, have been met;
(b) All necessary funds are made available by the appropriate State agencies;
(c) If required, approval of this Contract is given by the Controlling Board of Ohio; and
(d) If the State is relying on Federal or third-party funds for this Contract, the State gives the Contractor written notice that such funds have been made available.

Employment Taxes. Each party will be solely responsible for reporting, withholding and paying all employment related taxes, payments and withholdings for its own personnel, including, but not limited to, Federal, State and local income taxes, social security, unemployment or disability deductions, withholdings, and payments (together with any interest and penalties not disputed with the appropriate taxing authority). All people the Contractor provides to the State under this Contract will be deemed employees of the Contractor for purposes of withholdings, taxes, and other deductions or contributions required under the law.

Sales, Use, Excise, and Property Taxes. The State is exempt from any sales, use, excise, and property tax. To the extent sales, use, excise, or any similar tax is imposed on the Contractor in connection with the Project; such will be the sole and exclusive responsibility of the Contractor. And the Contractor will pay such taxes, together with any interest and penalties not disputed with the appropriate taxing authority, whether they are imposed at the time the services are rendered or a later time.

ATTACHMENT THREE: GENERAL TERMS AND CONDITIONS
PART TWO: PROJECT & CONTRACT ADMINISTRATION

Related Contracts. The Contractor warrants that the Contractor has not and will not enter into any contracts without written approval of the State to perform substantially identical services for the State such that the Project duplicates the work done or to be done under the other contracts.

Subcontracting. The Contractor may not enter into subcontracts for the Work after award without written approval from the State. But the Contractor will not need the State's written approval to subcontract for the purchase of commercial goods that are required for satisfactory completion of the Work. All subcontracts will be at the sole expense of the Contractor unless expressly stated otherwise in the RFP.

The State's approval of the use of subcontractors does not mean that the State will pay for them. The Contractor will be solely responsible for payment of its subcontractor and any claims of subcontractors for any failure of the Contractor or any of its other subcontractors to meet the performance schedule or performance specifications for the Project in a timely and professional manner. The Contractor will hold the State harmless for and will indemnify the State against any such claims.

The Contractor will assume responsibility for all Deliverables whether it, a subcontractor, or third-party manufacturer produces them in whole or in part. Further, the State will consider the Contractor to be the sole point of contact with regard to contractual matters, including payment of all charges resulting from the Contract. And the Contractor will be fully responsible for any default by a subcontractor, just as if the Contractor itself had defaulted.

If the Contractor uses any subcontractors, each subcontractor must have a written agreement with the Contractor. That written agreement must incorporate this Contract by reference. The agreement must also pass through to the subcontractor all provisions of this Contract that would be fully effective only if they bind both the subcontractor and the Contractor. Among such provisions are the limitations on the Contractor's remedies, the insurance requirements, record keeping obligations, and audit rights. Some sections of this Contract may limit the need to pass through their requirements to subcontracts to avoid placing cumbersome obligations on minor subcontractors. But this exception is applicable only to sections that expressly provide an exclusion for small-dollar subcontracts. Should the Contractor fail to pass through any provisions of this Contract to one of its subcontractors and the failure damages the State in any way, the Contractor will indemnify the State for the damage.

Record Keeping. The Contractor will keep all financial records in accordance with generally accepted accounting procedures consistently applied. The Contractor will file documentation to support each action under this Contract in a manner allowing it to be readily located. And the Contractor will keep all Project-related records and documents at its principal place of business or at its office where the work was performed.

The Contractor will keep a separate account for the Project (the "Project Account"). All payments made from the Project Account will be only for obligations incurred in the performance of this Contract and will be supported by contracts, invoices, vouchers, and any other data needed to audit and verify the payments. All payments from the Project Account will be for obligations incurred only after the effective date of this Contract unless the State has given specific written authorization for making prior payments from the Project Account.

Audits. During the term of this Contract and for 3 years after the payment of the Contractor's Fee, on reasonable notice and during customary business hours, the State may audit the Contractor's records and other materials that relate to the Project. This audit right will also apply to the State's duly authorized representatives and any person or organization providing financial support for the Project.

Unless it is impracticable to do so, all records related to this Contract must be kept in a single location, either at the Contractor's principle place of business or its place of business where the work was done. If this is not practical, the Contractor will assume the cost of collecting, organizing, and relocating the records and any technology needed to access the records to the Contractor's office nearest Columbus whenever the State or anyone else with audit rights requests access to the Contractor's Project records. The Contractor will do so with all due speed, not to exceed 5 business days.

If any audit reveals any material deviation from the Project's specifications, any misrepresentation, or any overcharge to the State, the State will be entitled to recover damages, as well as the cost of the audit.

For each subcontract in excess of $25,000.00, the Contractor will require its subcontractors to agree to the requirements of this section and of the record-keeping section. Subcontracts with smaller amounts involved need not meet this requirement. But the Contractor may not artificially break up contracts with its subcontractors to take advantage of this exclusion.

Insurance. The Contractor will provide the following insurance coverage at its own expense throughout the term of this Contract:

(a) Workers' compensation insurance, as required by Ohio law, and, if some of the Project will be done outside Ohio, the laws of the appropriate State(s) where work on the Project will be done. The Contractor will also maintain employer's liability insurance with at least a $1,000,000.00 limit.

(b) Commercial General Liability insurance coverage for bodily injury, personal injury, wrongful death, property damage. The defense cost shall be outside of the policy limits. Such policy shall designate the State of Ohio as an additional insured, as its interest may appear. The policy will also be endorsed to include a blanket waiver of subrogation. At a minimum, the limits of the insurance shall be:

$ 2,000,000 General Aggregate
$ 2,000,000 Products/Completed Operations Aggregate
$ 1,000,000 Per Occurrence Limit
$ 1,000,000 Personal and Advertising Injury Limit
$ 100,000 Fire Legal Liability
$ 10,000 Medical Payments

The policy shall also be endorsed to provide the State with 30-day prior written notice of cancellation or material change to the policy. It is agreed upon that the Contractor's Commercial General Liability shall be primary over any other insurance coverage.

(c) Commercial Automobile Liability insurance with a combined single limit of $500,000.

(d) Professional Liability insurance covering all staff with a minimum limit of $1,000,000 per incident and $3,000,000 aggregate. If the Contractor's policy is written on a "claims made" basis, the Contractor shall provide the State with proof of continuous coverage at the time the policy is renewed. If for any reason the policy expires, or coverage is terminated, the Contractor must purchase and maintain "tail" coverage through the applicable statute of limitations.

The certificate(s) must be in a form that is reasonably satisfactory to the State as to the contents of the policies and the quality of the insurance carriers. All carriers must have at least an "A-" rating by A.M. Best.

State Personnel. During the term of this Contract and for 1 year after completion of the Project, the Contractor will not hire or otherwise contract for the services of any State employee involved with the Project.

Replacement Personnel. If the RFP contains the names of specific people who will work on the Project, then the quality and professional credentials of those people were material factors in the State's decision to enter into this Contract. Therefore, the Contractor will use all commercially reasonable efforts to ensure the continued availability of those people. Also, the Contractor will not remove those people from the Project without the prior, written consent of the State, except as provided below.

The Contractor may remove a person listed in the RFP from the Project if doing so is necessary for legal or disciplinary reasons. But the Contractor must make a reasonable effort to give the State 30 calendar days' prior, written notice of the removal.

The Contractor must have qualified replacement people available to replace any people listed by name in the RFP. When the removal of a listed person is permitted under this Section, or if a person becomes unavailable, the Contractor will submit the resumes for 2 replacement people for each person removed or who otherwise becomes unavailable. The Contractor will submit the 2 resumes, along with such other information as the State may reasonably request, within 5 business days after the decision to remove a person is made or the unavailability of a listed person becomes known to the Contractor.

The State will select one of the two proposed replacements or will reject both of them within ten business days after the Contractor has submitted the proposed replacements to the State. The State may reject the proposed replacements for any legal reason(s). Should the State reject both replacement candidates due to their failure to meet the minimum qualifications identified in the RFP, or should the Contractor fail to provide the notice required under this Section or fail to provide two qualified replacement candidates for each removed or unavailable person, the Contractor will be in default and the cure period for default specified elsewhere in this Contract will not apply. In the event of such a default, the State will have the right to terminate this Contract and to have the damages specified elsewhere in this Contract for termination due to default.

The State may determine that proposed replacement candidates meet the minimum qualifications of this Contract and still substantially reduce the value the State perceived it would receive through the work of the original individual(s) the Contractor proposed and on whose credentials the State decided to enter into this Contract. Therefore, the State will have the right to reject any candidate that the State determines will provide it with diminished value.

Should the State reject both proposed candidates for any legal reason other than their failure to meet the minimum qualifications identified in the RFP, then such rejection may be deemed a termination for convenience.

The State has an interest in providing a healthy and safe environment for its employees and guests at its facilities. The State also has an interest in ensuring, and right to ensure, that its operations are carried out in an efficient, professional, legal, and secure manner. The State, therefore, will have the right to require the Contractor to remove any individual working on the Project if the State determines that any such individual has or may interfere with the State's interests identified above. In such a case, the request for removal will be treated as a case in which an individual providing services under this Contract has become unavailable, and the Contractor will follow the procedures identified above for replacing unavailable people. This provision applies to people engaged by the Contractor's subcontractors if they are listed as key people on the RFP.

Suspension and Termination. The State may terminate this Contract if the Contractor defaults in meeting its obligations under this Contract and fails to cure its default within the time allowed by this Contract, or if a petition in bankruptcy (or similar proceeding) has been filed by or against the Contractor. The State may also terminate this Contract if the Contractor violates any law or regulation in doing the Project, or if it appears to the State that the Contractor's performance is substantially endangered through no fault of the State. In any such case, the termination will be for cause, and the State's rights and remedies will be those identified below for termination for cause.

On written notice, the Contractor will have 30 calendar days to cure any breach of its obligations under this Contract, provided the breach is curable. If the Contractor fails to cure the breach within 30 calendar days after written notice or if the breach is not one that is curable, the State will have the right to terminate this Contract. The State may also terminate this Contract in the case of breaches that are cured within 30 calendar days but are persistent. "Persistent" in this context means that the State has notified the Contractor in writing of the Contractor's failure to meet any of its obligations 3 times. After the third notice, the State may terminate this Contract without a cure period if the Contractor again fails to meet any obligation. The 3 notices do not have to relate to the same obligation or type of failure. Some provisions of this Contract may provide for a shorter cure period than 30 calendar days or for no cure period at all. Those provisions will prevail over this one. If a particular section does not State what the cure period will be, this provision will govern.

The State may also terminate this Contract for its convenience and without cause or if the Ohio General Assembly fails to appropriate funds for any part of the Project. If a third party is providing funding for the Project, the State may also terminate this Contract should that third party fail to release any Project funds. The RFP identifies any third party source of funds for the Project.

The notice of termination, whether for cause or without cause, will be effective as soon as the Contractor receives it. Upon receipt of the notice of termination, the Contractor will immediately cease all work on the Project and take all steps necessary to minimize any costs the Contractor will incur related to this Contract. The Contractor will also immediately prepare a report and deliver it to the State. The report must be all-inclusive; no additional information will be accepted following the initial submission. The report must detail the work completed at the date of termination, the percentage of the Project's completion, any costs incurred in doing the Project to that date, and any Deliverables completed or partially completed but not delivered to the State at the time of termination. The Contractor will also deliver all the completed and partially completed Deliverables to the State with its report. But, if delivery in that manner would not be in the State’s interest, then the Contractor will propose a suitable alternative form of delivery.

If the State terminates this Contract for cause, it will be entitled to cover for the Project by using another Contractor on such commercially reasonable terms as it and the covering contractor may agree. The Contractor will be liable to the State for all costs related to covering for the Project to the extent that such costs, when combined with payments already made to the Contractor for the Project before termination, exceed the costs that the State would have incurred under this Contract. The Contractor will also be liable for any other direct damages resulting from its breach of this Contract or other action leading to termination for cause.

If the termination is for the convenience of the State, the Contractor will be entitled to compensation for any work on the Project that the Contractor has performed before the termination. Such compensation will be the Contractor's exclusive remedy in the case of termination for convenience and will be available to the Contractor only once the Contractor has submitted a proper invoice for such, with the invoice reflecting the amount determined to be owing to the Contractor by the State. The State will make that determination based on the lesser of the percentage of the Project completed or the hours of work performed in relation to the estimated total hours required to perform the entire applicable unit(s) of Work.

The State will have the option of suspending rather than terminating the Project where the State believes that doing so would better serve its interests. In the event of a suspension for the convenience of the State, the Contractor will be entitled to receive payment for the work performed before the suspension. In the case of suspension of the Project rather than termination for cause, the Contractor will not be entitled to any compensation for any work performed. If the State reinstates the Project after suspension for cause, rather than terminating this Contract after the suspension, the Contractor may be entitled to compensation for work performed before the suspension, less any damage to the State resulting from the Contractor’s breach of this Contract or other fault. Any amount due for work before or after the suspension for cause will be offset by any damage to the State from the default or other event giving rise to the suspension.

In the case of a suspension for the State's convenience, the amount of compensation due to the Contractor for work performed before the suspension will be determined in the same manner as provided in this section for termination for the State's convenience. The Contractor will not be entitled to compensation for any other costs associated with a suspension for the State's convenience. No payment under this provision will be made to the Contractor until the Contractor submits a proper invoice.

Any notice of suspension, whether with or without cause, will be effective immediately on the Contractor's receipt of the notice. And the Contractor will prepare a report concerning the Project just as is required by this Section in the case of termination. After suspension of the Project, the Contractor will perform no work without the consent of the State and will resume work only on written notice from the State to do so. In any case of suspension, the State retains its right to terminate this Contract rather than to continue the suspension or resume the Project. If the suspension is for the convenience of the State, then termination of the Contract will be a termination for convenience. If the suspension is with cause, the termination will also be for cause.

The State will not suspend the Project for its convenience more than once during the term of this Contract, and any suspension for the State's convenience will not continue for more than 30 calendar days. If the Contractor does not receive notice to resume or terminate the Project within the 30-day period, then this Contract will terminate automatically for the State's convenience at the end of the 30 calendar day period.

Any default by the Contractor or one of its subcontractors will be treated as a default by the Contractor and all of its subcontractors. The Contractor will be solely responsible for satisfying any claims of its subcontractors for any suspension or termination and will indemnify the State for any liability to them. Each subcontractor will hold the State harmless for any damage caused to them from a suspension or termination. They will look solely to the Contractor for any compensation to which they may be entitled.

Representatives. The State's representative under this Contract will be the person identified on the RFP or a subsequent notice to the Contractor as the "Agency Project Representative." The Agency Project Representative will review all reports made in the performance of the Project by the Contractor, will conduct all liaison with the Contractor, and will accept or reject the Deliverables and the complete Project. The Agency Project Representative may assign to a manager, responsibilities for individual aspects of the Project to act as the Agency Project Representative for those individual portions of the Project.

The Contractor's Project Manager under this Contract will be the person identified on the RFP as the "Project Manager." The Project Manager will conduct all liaison with the State under this Contract. Either party, upon written notice to the other party, may designate another representative. But the Project Manager may not be replaced without the approval of the State if s/he is identified in the RFP as a key individual on the Project.

Work Responsibilities. The State will be responsible for providing only those things expressly identified, if any, in the RFP. If the State has agreed to provide facilities or equipment, the Contractor, by signing this Contract, warrants that the Contractor has either inspected the facilities and/or equipment or has voluntarily waived an inspection and will work with the equipment and/or facilities on an "as is" basis.

The Contractor will assume the lead in the areas of management, design, and development of the Project. The Contractor will coordinate the successful execution of the Project and direct all Project activities on a day-to-day basis, with the advice and consent of the Agency Project Representative. The Contractor will be responsible for all communications regarding the progress of the Project and will discuss with the Agency Project Representative any issues, recommendations, and decisions related to the Project.

If the Project, or parts of it, require installation on the State's property, the State will provide the Contractor with reasonable access to the installation site for the installation and any site preparation that is needed. After the installation is complete, the Contractor will complete an installation letter and secure the signature of Agency Project Representative certifying that installation is complete and the Project, or applicable portion of it, is operational. The letter will describe the nature, date, and location of the installation, as well as the date it was certified as installed and operational by the Agency Project Representative.

Unless otherwise provided in the RFP, the Contractor will be responsible for obtaining all official permits, approvals, licenses, certifications, and similar authorizations required by any local, State, or Federal agency for the Project and maintaining them throughout the duration of this Contract.

Changes. The State may make reasonable changes, within the general scope of the Project. The State will do so by issuing a written order under this Contract describing the nature of the change ("Change Order"). Additionally, if the State provides directions or makes requests of the Contractor without a change order, and the Contractor reasonably believes the directions or requests are outside the specifications for the Project, the Contractor will have the right to request a Change Order from the State. Scope of work changes will be managed as follows: pricing will be provided from the Contractor to the State. The State will execute a Change Order once it and the Contractor have agreed on the description of and specifications for the change as well as any equitable adjustments that need to be made in the Contractor's Fee or the performance schedule for the Work. Within 5 business days after receiving the Change Order, the Contractor will sign it to signify agreement with it.

If a change causes an increase in the cost of, or the time required for, the performance of the Project, the Contractor will notify the State in writing and request an equitable adjustment in the Contractor's Fee, the delivery schedule, or both before the Contractor signs the Change Order. If the Contractor claims an adjustment under this section in connection with a change to the Project not described in a written Change Order, the Contractor must notify the State of the claim within 5 business days after the Contractor is notified of the change and before work on the change begins. Otherwise, the Contractor will have waived the claim. In no event will the State be responsible for any increase in the Fee or revision in any delivery schedule unless the relevant change was specifically ordered in writing by the State and the Contractor has complied with the requirements of this section. Provided the State has complied with the procedure for Change Orders in this section, nothing in this clause will excuse the Contractor from proceeding with performance of the Project, as changed.

Where an equitable adjustment to the Contractor's Fee is appropriate, the State and the Contractor may agree upon such an adjustment. If the State and the Contractor are unable to agree, the Contractor must submit its actual costs for materials needed for the change (or estimated amount if the precise amount of materials cannot be determined) and an estimate of the hours of labor required to do the work under the Change Order. The hours of labor will be broken down by employee position, and the actual hourly pay rate for each employee involved in the change must be provided. The total amount of the equitable adjustment for the Change Order will then be made based on the actual cost of materials (or estimated materials) and actual rate for each person doing the labor (based on the estimated hours of work required to do the change). Labor rates will be increased by 25% to cover benefits and taxes. The equitable adjustment for the Change Order will then be set based on this amount, plus 15% to cover overhead and profit. This amount will be the not-to-exceed amount of the Change Order. But if the change involves removing a requirement from the Project or replacing one part of the Project with the change, the State will get a credit for the work no longer required under the original scope of the Project. The credit will be calculated in the same manner as the Contractor's Fee for the change, and the not-to-exceed amount will be reduced by this credit.

The Contractor will be responsible for coordinating changes with its subcontractors and adjusting their compensation and performance schedule. The State will not pay any subcontractor for the Change Order. If a subcontractor will perform any work under a Change Order, that work must be included in the Contractor's not-to-exceed amount and calculated in the same manner as the Contractor's equitable adjustment for the portion of the work the Contractor will perform. The Contractor will not receive an overhead percentage for work a subcontractor will do under a Change Order.

Excusable Delay. Neither party will be liable for any delay in its performance that arises from causes beyond its control and without its negligence or fault. The delayed party will notify the other promptly of any material delay in performance and will specify in writing the proposed revised performance date as soon as practicable after notice of delay. In the event of any such excusable delay, the date of performance or of delivery will be extended for a period equal to the time lost by reason of the excusable delay. The delayed party must also describe the cause of the delay and what steps it is taking to remove the cause. The delayed party may not rely on a claim of excusable delay to avoid liability for a delay if the delayed party has not taken commercially reasonable steps to mitigate or avoid the delay. Things that are controllable by the Contractor's subcontractors will be considered controllable by the Contractor, except for third-party manufacturers supplying commercial items and over whom Contractor has no legal control.

Independent Status of the Contractor. The parties will be acting as independent contractors. The partners, employees, officers, and agents ("Personnel") of one party, in the performance of this Contract, will act only in the capacity of representatives of that party and not as Personnel of the other party and will not be deemed for any purpose to be Personnel of the other. Each party assumes full responsibility for the actions of its Personnel while they are performing services pursuant to this Contract and will be solely responsible for paying its Personnel (including withholding of and/or paying income taxes and social security, workers' compensation, disability benefits and the like). Neither party will commit, nor be authorized to commit, the other party in any manner. The Contractor's subcontractors will be considered the agents of the Contractor for purposes of this Contract.

ATTACHMENT THREE: GENERAL TERMS AND CONDITIONS
PART THREE: OWNERSHIP & HANDLING OF INTELLECTUAL PROPERTY & CONFIDENTIAL INFORMATION

Confidentiality. The State may disclose to the Contractor written material or oral or other information that the State treats as confidential ("Confidential Information"). Title to the Confidential Information and all related materials and documentation the State delivers to the Contractor will remain with the State. The Contractor must treat such Confidential Information as secret if it is so marked, otherwise identified as such, or when, by its very nature, it deals with matters that, if generally known, would be damaging to the best interests of the public, other contractors or potential contractors with the State, or individuals or organizations about whom the State keeps information. By way of example, information should be treated as confidential if it includes any proprietary documentation, materials, flow charts, codes, software, computer instructions, techniques, models, information, diagrams, know-how, trade secrets, data, business records, or marketing information. By way of further example, the Contractor also must treat as confidential, materials such as police and investigative records, files containing personal information about individuals or employees of the State, such as personnel records, tax records, and so on, court and administrative records related to pending actions, any material to which an attorney-client, physician-patient, or similar privilege may apply, and any documents or records expressly excluded by Ohio law from public records disclosure requirements.

The Contractor agrees not to disclose any Confidential Information to third parties and to use it solely to do the Project. The Contractor will restrict circulation of Confidential Information within its organization and then only to people in the Contractor's organization that have a need to know the Confidential Information to do the Project. The Contractor will be liable for the disclosure of such information whether the disclosure is intentional, negligent, or accidental, unless otherwise provided below.

The Contractor will not be liable for any unintentional disclosure of Confidential Information that results despite the Contractor's exercise of at least the same degree of care as it normally takes to safeguard its own secrets, except when the Contractor's procedures are not reasonable given the nature of the Confidential Information or when the disclosure nevertheless results in liability to the State.

The Contractor will not incorporate any portion of any Confidential Information into any work or product, other than a Deliverable, and will have no proprietary interest in any of the Confidential Information. Furthermore, the Contractor will cause all of its employees who have access to any Confidential Information to execute a confidentiality agreement incorporating the obligations in this section.

The Contractor's obligation to maintain the confidentiality of the Confidential Information will not apply where such: (1) was already in the Contractor's possession before disclosure by the State, and such was received by the Contractor without obligation of confidence; (2) is independently developed by the Contractor; (3) is or becomes publicly available without breach of this Contract; (4) is rightfully received by the Contractor from a third party without an obligation of confidence; (5) is disclosed by the Contractor with the written consent of the State; or (6) is released in accordance with a valid order of a court or governmental agency, provided that the Contractor (a) notifies the State of such order immediately upon receipt of the order and (b) makes a reasonable effort to obtain a protective order from the issuing court or agency limiting disclosure and use of the Confidential Information solely for the purposes intended to be served by the original order of production. The Contractor will return all originals of any Confidential Information and destroy any copies it has made on termination or expiration of this Contract.

The Contractor may disclose Confidential Information to its subcontractors on a need-to-know basis, but they will be obligated to the requirements of this section.

Ownership of Deliverables. All Deliverables produced by the Contractor and covered by this Contract, including any software modifications, and documentation, shall be owned by the State, with all rights, title, and interest in all intellectual property that come into existence through the Contractor's custom work being assigned to the State. Additionally, the Contractor waives any author rights and similar retained interests in custom-developed material. The Contractor will provide the State with all assistance reasonably needed to vest such rights of ownership in the State. But the Contractor will retain ownership of all tools, methods, techniques, standards, and other development procedures, as well as generic and preexisting shells, subroutines and similar material incorporated in any custom Deliverable ("Pre-existing Materials") if the Contractor provides the non-exclusive license described in the next paragraph.

The Contractor may grant the State a worldwide, non-exclusive, royalty-free, perpetual license to use, modify, sell, and otherwise distribute all Pre-existing Materials that are incorporated in any custom-developed Deliverable rather than grant the State ownership of the Pre-existing Materials provided however, that the State may distribute such Pre-existing materials to the extent required by governmental funding mandates. The Contractor will not include in any custom Deliverable any intellectual property unless such has been created under this Contract or qualifies as Pre-existing Material. If the Contractor wants to incorporate any Pre-existing Materials in a custom Deliverable, the Contractor must first disclose this and seek the State's approval for doing so in advance. On the request of the Contractor, the State will incorporate any proprietary notice the Contractor may reasonably want for any Pre-existing Materials included in a custom Deliverable in all copies the State makes of that Deliverable.

Subject to the limitations and obligations of the State with respect to Pre-existing Materials, the State may make all custom Deliverables available to the general public without any proprietary notices of any kind.

License in Commercial Material. As used in this section, "Commercial Material" means anything that has been developed at private expense by the Contractor or a third party, commercially available in the marketplace, subject to intellectual property rights, and readily copied through duplication on magnetic media, paper, or other media. Examples include written reports, books, pictures, videos, movies, computer programs, and computer source code and documentation.

Any Commercial Material that the Contractor intends to deliver as a Deliverable must have the scope of the license granted in such material disclosed in the RFP or as an attachment referenced in the RFP, if that scope of license is different from the scope of license contained in this section for Commercial Materials.

Except for Commercial Material that is software ("Commercial Software"), if the Commercial Material is copyrighted and published material, then the State will have the rights permitted under the Federal copyright laws for each copy of the Commercial Material delivered to it by the Contractor.

Except for Commercial Software, if the Commercial Material is patented, then the State will have the rights permitted under the Federal patent laws for each copy of the Commercial Material delivered to it by the Contractor.

Except for Commercial Software, if the Commercial Material consists of trade secrets, then the State will treat the material as confidential. In this regard, the State will assume all obligations with respect to the Commercial Material that the Contractor assumes under the Confidentiality section of this Contract with respect to State secrets. Otherwise, the State will have the same rights and duties permitted under the Federal copyright laws for each copy of the Commercial Material delivered to it by the Contractor, whether or not the material is copyrighted when delivered to the State.

For Commercial Software, the State will have the rights in items (1) through (8) of this section with respect to the software. The State will not use any Commercial Software except as provided in items (1) through (8) of this section or as expressly stated otherwise in this Contract. The Commercial Software may be:

(1) Used or copied for use in or with the computer or computers for which it was acquired, including use at any State installation to which such computer or computers may be transferred;

(2) Used or copied for use in or with a backup computer for disaster recovery and disaster recovery testing purposes or if any computer for which it was acquired is inoperative;
(3) Reproduced for safekeeping (archives) or backup purposes;
(4) Modified, adapted, or combined with other computer software, but the modified, combined, or adapted portions of the derivative software incorporating any of the Commercial Software will be subject to same restrictions set forth in this Contract;
(5) Disclosed to and reproduced for use on behalf of the State by support service contractors or their subcontractors, subject to the same restrictions set forth in this Contract; and
(6) Used or copied for use in or transferred to a replacement computer.

However:

(7) If the Commercial Software delivered under this Contract is published and copyrighted, it is licensed to the State without disclosure prohibitions; but
(8) If any Commercial Software is delivered under this Contract with the copyright notice in 17 U.S.C. 401, it will be presumed to be published, copyrighted, and licensed to the State without disclosure restrictions, unless a statement substantially as follows accompanies such copyright notice: "Unpublished -- rights reserved under the copyright laws of the United states." The State will treat such Commercial Software as Confidential Information to the extent that such is actually the case.

ATTACHMENT THREE: GENERAL TERMS AND CONDITIONS
PART FOUR: REPRESENTATIONS, WARRANTIES AND LIABILITIES

General Warranties. The Contractor warrants that the recommendations, guidance, and performance of the Contractor under this Contract will: (1) be in accordance with sound professional standards and the requirements of this Contract and without any material defects; (2) unless otherwise provided in the RFP, be the work solely of the Contractor; and (3) no Deliverable will infringe on the intellectual property rights of any third party.

Additionally, with respect to the Contractor's activities under this Contract, the Contractor warrants that: (1) the Contractor has the right to enter into this Contract; (2) the Contractor has not entered into any other contracts or employment relationships that restrict the Contractor's ability to perform the contemplated services; (3) the Contractor will observe and abide by all applicable laws and regulations, including those of the State regarding conduct on any premises under the State's control; (4) the Contractor has good and marketable title to any goods delivered under this Contract and in which title passes to the State; (5) all hardware, software, firmware, and similar devices and materials provided under this Contract will be designed to operate without regard to the turning of a century and process dates in a manner that takes into account dates occurring before and after the turning of a century; (6) the Contractor has the right and ability to grant the license granted in any Deliverable in which title does not pass to the State; and (7) the Contractor is not subject to any unresolved findings of the Auditor of State under Revised Code Section 9.24 and will not become subject to an unresolved finding that prevents the extension or renewal of this Contract.

The warranty regarding material defects is a 1-year warranty. All other warranties will be continuing warranties. If any portion of the Project fails to comply with these warranties, and the Contractor is so notified in writing, the Contractor will correct such failure with all due speed or will refund the amount of the compensation paid for such portion of the Project. The Contractor will also indemnify the State for any direct damages and claims by third parties based on a breach of these warranties. This obligation of indemnification will not apply where the State has modified or misused the Deliverable and the claim is based on the modification or misuse. The State agrees to give the Contractor notice of any such claim as soon as reasonably practicable. If a successful claim of infringement is made, or if the Contractor reasonably believes that an infringement claim that is pending may actually succeed, the Contractor will do 1 of the following 4 things: (1) modify the Deliverable so that it is no longer infringing; (2) replace the Deliverable with an equivalent or better item; (3) acquire the right for the State to use the infringing Deliverable as it was intended for the State to use under this Contract; or (4) remove the Deliverable and refund the amount the State paid for the Deliverable and the amount of any other Deliverable or item that requires the availability of the infringing Deliverable for it to be useful to the State

Software Warranty. If this Contract involves software as a Deliverable, then, on acceptance and for 12 months after the date of acceptance of any Deliverable that includes software, the Contractor warrants as to all software developed under this Contract that: (a) the software will operate on the computer(s) for which the software is intended in the manner described in the relevant software documentation, the Contractor's Proposal, and the RFP; (b) the software will be free of any material defects; (c) the Contractor will deliver and maintain relevant and complete software documentation, commentary, and source code; and (d) the source code language used to code the software is readily available in the commercial market, widely used and accepted for the type of programming involved, and support programming in the language is reasonably available in the open market; and (e) the software and all maintenance will be provided in a professional, timely, and efficient manner.

For Commercial Software licensed from a third party that is incorporated in a Deliverable, the Contractor represents and warrants that it has done 1 of the following 3 things: (a) obtained the right from the third-party licensor to commit to the warranties and maintenance obligations in this Section; (b) obtained a binding commitment from the licensor to make those warranties and maintenance obligations directly to the State; or (c) fully disclosed in the RFP any discrepancies between the requirements of this section and the commitment the third-party licensor has made.

In addition, for Commercial Software that is incorporated in a Deliverable, the Contractor will: (a) maintain or cause the third-party licensor to maintain the Commercial Software so that it operates in the manner described in the RFP (or any attachment referenced in the RFP) and relevant Commercial Software documentation; (b) supply technical bulletins and updated user guides; (c) supply the State with updates, improvements, enhancements, and modifications to the Commercial Software and documentation and, if available, the commentary and the source code; (d) correct or replace the Commercial Software and/or remedy any material programming error that is attributable to the Contractor or the third-party licensee; (e) maintain or cause the third-party licensor to maintain the Commercial Software and documentation to reflect changes in the subject matter the Commercial Software deals with; (f) maintain or obtain a commitment from the third-party licensor to maintain the Commercial Software so that it will properly operate in conjunction with changes in the operating environment in which it is designed to operate.

For purposes of the warranties and the delivery requirements in this Contract, software documentation means well written, readily understood, clear, and concise instructions for the software's users as well as a system administrator. The software documentation will provide the users of the software with meaningful instructions on how to take full advantage of all of the capabilities designed for end users. It also means installation and system administration documentation for a system administrator to allow proper control, configuration, and management of the software. Source code means the uncompiled operating instructions for the entire System. But the Contractor will not be obligated to provide source code for Commercial Software unless it is readily available from the licensor. The source code will be provided in the language in which it was written and will include commentary that will allow a competent programmer proficient in the source language to readily interpret the source code and understand the purpose of all routines and subroutines contained within the source code.

Equipment Warranty. If any electrical equipment, mechanical device, computer hardware, telecommunications hardware, or other type of physical machinery ("Equipment") will be a part of any Deliverable, the following warranties apply. The Contractor warrants that the Equipment fully complies with all government environmental and safety standards applicable to the Equipment. The Contractor also warrants for 1 year from the acceptance date of the Equipment that the Equipment will perform substantially in accordance with specifications described in the RFP, the user manuals, technical materials, and related writings published by the manufacturer for the Equipment. The foregoing warranties will not apply to Equipment that is modified or damaged after title passes to the State.

The Contractor will notify the State in writing immediately upon the discovery of any breach of the warranties given above.

The Contractor will do the following if any Equipment does not meet the above warranties:

(a) Cause the Equipment to perform as required, or, if that is not commercially practicable, then;

(b) Grant the State a refund equal to the amount the State paid for the Equipment or, if such has not been individually priced, the manufacturer's suggested retail price for the Equipment.

Except where the Contractor's breach of a warranty makes it not possible for the State to do so, the State will return the affected Equipment to the Contractor in the case of a refund under the previous paragraph.

General Exclusion of Warranties. THE CONTRACTOR MAKES NO WARRANTIES, EXPRESS OR IMPLIED, OTHER THAN THOSE EXPRESS WARRANTIES CONTAINED IN THIS CONTRACT. THE CONTRACTOR ALSO MAKES NO WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE EXCEPT AS FOLLOWS: IF THE CONTRACTOR HAS BEEN ENGAGED UNDER THE SCOPE OF WORK IN THE RFP TO DESIGN SOMETHING TO MEET A PARTICULAR NEED

FOR THE STATE, THEN THE CONTRACTOR DOES WARRANT THAT THE CONTRACTOR'S WORK WILL MEET THE STATED PURPOSE FOR THAT WORK.

Indemnity for Property Damage and Bodily Injury. The Contractor will indemnify the State for all liability and expense resulting from bodily injury to any person (including injury resulting in death) and damage to property arising out of the performance of this Contract, providing such bodily injury or property damage is due to the fault of the Contractor, its employees, agents, or subcontractors.

Limitation of Liability.

The parties agree as follows:

1) The limitation in paragraph 3, does not apply to liability arising from third party claims or to sections in this document where the section expressly provides a right to particular damages such as indemnity.
2) Neither party is liable for any indirect, incidental or consequential loss or damage of any kind, including but not limited to lost profits, even if the parties have been advised, knew or should have known of the possibility of such damages.
3) The Contractor further agrees that the Contractor shall remain liable for all direct damages due to the Contractor's fault or negligence up to two (2) times the amount of Contract cost or $8,000,000.00, whichever is greater.

ATTACHMENT THREE: GENERAL TERMS AND CONDITIONS
PART FIVE: ACCEPTANCE AND MAINTENANCE

Standards of Performance and Acceptance. If the RFP so indicates, there will be a period for performance testing of the Project. During the performance period, the State, with the assistance of the Contractor, will perform acceptance testing. The performance period will last up to 90 calendar days, during which time the Project must meet the standard of performance required by the RFP for 30 consecutive calendar days. The performance criteria in the RFP will be supplemented with the relevant user manuals, technical materials, and related writings, to the extent that the specifications in those writings supplement and refine rather than contradict the performance criteria in the RFP. Acceptance of the Project depends on a successful completion of the performance period defined in this section and the RFP. This section applies to the Project, and any part of it, as well as replacements or substitutes for the Project after completion of a successful performance period.

If the Project does not meet the standard of performance during the initial performance period, the State will give the Contractor details about the problems in a timely manner and in a useful and relevant form. Until all outstanding problems have been demonstrably corrected by the Contractor, the second performance period will not start, and the Project (or part thereof) will not be accepted. The second performance test will continue on a day-by-day basis until the standard of performance is met for a total of 30 consecutive calendar days or until the 90 day performance period has ended without meeting the standard of performance.

If the Project fails to meet the standard of performance after 90 calendar days from the start of the second performance period, the Contractor will be in default and will not have a cure period. In addition to all other remedies the State may have under this Contract, the State will have the right to request correction or replacement of the relevant portion of the Project.

The Project may have components that can be tested for acceptance individually. If that is so, there may be acceptance criteria listed on the RFP for each part of the Project that will be independently tested and accepted. But, unless the RFP expressly provides otherwise, the failure of any independently tested component to meet its acceptance criteria will give the State the right to reject the entire Project. Alternatively, if the State determines that it is in the State's interest to reject only the part of the Project that was independently and unsuccessfully tested, it may do so. If the State chooses this option, the State will be entitled to a refund or credit toward the Contractor's Fee equal to the cost of acquiring a replacement for the rejected component.

The acceptable level of performance for the Project will be 98.5%, unless otherwise specified in the RFP. The performance level for the Project is computed by dividing the sum of the uptime by the number of working hours during the test time. Uptime is defined as the total hours, rounded to the nearest quarter hour, during which all components of the Project are operational and all functions of the Project are available to its users. The number of working hours is defined as the total number of working hours for the period during which the Project was scheduled to be available to its users. Uptime and downtime will be measured in hours and quarter hours.

The Project downtime is that period when any part of the Project is inoperable due to failure of the Project or a particular Deliverable to operate according to the specifications in the RFP, the user documentation, or the published technical specifications.

During a period of downtime, the State may use operable components of the Project when that will not interfere with repair of inoperable components of the Project.

Downtime will start from the time the State notifies the Project Manager of the inoperable condition of the Project until the Project is returned in proper operating condition.

The Project will not be accepted until the performance period is complete.

Should it be necessary, the State may delay the start of the performance period, but the delay will not exceed 30 consecutive calendar days after the scheduled date for implementation of the Project. Such a delay will not be considered a suspension of work under the Suspension and Termination section of this Contract.

Alternative form of Acceptance. If this Contract does not involve software or Equipment as a Deliverable, then the preceding section will not apply and there will be no formal acceptance procedure unless the RFP expressly provides otherwise. If the RFP does not provide otherwise, the acceptance procedure will be an informal review by the Agency Project Representative to ensure that each Deliverable and the Project as a whole comply with the requirements of this Contract. The Agency Project Representative will have up to 30 calendar days to do this. No formal letter of acceptance will be issued, and passage of the 30 calendar days will imply acceptance, though the State will issue a notice of noncompliance if a Deliverable or the Project as a whole does not meet the requirements of this Contract. If the Agency Project Representative issues a letter of noncompliance, then the Contractor will have 30 calendar days to correct the problems listed in the noncompliance letter. If the Contractor fails to do so, the Contractor will be in default without a cure period. If the Agency Project Representative has issued a noncompliance letter, the Deliverables or the Project as a whole will not be accepted until the Agency Project Representative issues a letter of acceptance indicating that each problem noted in the noncompliance letter has been cured. If the problems have been fixed during the 30 day period, the Agency Project Representative will issue the acceptance letter within 15 calendar days.

If the Project fails to meet the standard of performance after 90 calendar days from the start of the performance period, the Contractor will be in default and will not have a cure period. In addition to all other remedies the State may have under this Contract, the State will have the right to request correction or replacement of the relevant portion of the Project.

Passage of Title. Title to any Deliverable will pass to the State only on acceptance of the Deliverable. All risk of loss, regardless of the cause, will remain with the Contractor until title to the Deliverable passes to the State.

Software Maintenance. During the warranty period, the Contractor will correct any material programming errors that are attributable to the Contractor within a reasonable period of time. But the State must notify the Contractor, either orally or in writing, of a problem with the software and provide sufficient information for the Contractor to identify the problem.

The Contractor's response to a programming error will depend upon the severity of the problem. For programming errors that slow the processing of data by a small degree, render minor and non-critical functions of the System inoperable or unstable, or require users or administrators to employ work-arounds to fully use the software, Contractor will respond to the request for resolution within four (4) business hours. And the Contractor must begin working on a proper solution for the problem within one (1) business day, dedicating the resources required to fix the problem. For any defects with more significant consequences, including those that render key functions of the system inoperable or significantly slow processing of data, the Contractor will respond within two (2) business hours of notice. Additionally, the Contractor must begin working on a proper solution for the problem immediately after responding and, if requested, provide on-site assistance and dedicate all available resources to resolving the problem.

For software classified as Commercial Software in the Ownership of the Work section and for which the State has not signed a separate license agreement, the Contractor will acquire the right to maintenance for one (1) year. That maintenance will be the third-party licensor's standard maintenance program. But, at a minimum, that maintenance program must include all updates, patches, and fixes to the software. It will also include a commitment to keep the software current with the operating environment in which it is designed to function (and, if applicable, the subject matter covered by the software) and to correct material defects in the software in a timely fashion. Additionally, the Contractor will obtain a commitment from the licensor to make maintenance available for the product for at least four (4) years after the first year of maintenance. The Contractor will also obtain a commitment from the licensor to limit increases in the annual Fee for maintenance to no more than 8% annually. If the licensor is unable to provide maintenance during that 5 year period, then the licensor must be committed to doing one (1) of the following two (2) things: (a) give the State a *pro rata* refund of the license fee based on a five (5)-year useful life; or (b) release the source code for the software (except third party software) to the State for use by the State solely for the purpose of maintaining the copy(ies) of the software for which the State has a proper license. For purposes of receiving the source code, the State agrees to treat it as confidential and to be obligated to the requirements under the Confidentiality section of this Contract with respect to the source code. That is, with respect to the source code that the State gets under this section, the State will do all the things that the Confidentiality section requires the Contractor to do in handling the State's Confidential Information.

Equipment Maintenance. Upon equipment delivery and for 12 months after acceptance, the Contractor will provide Equipment maintenance to keep the Equipment in or restore the Equipment to good working order. This maintenance will include preventative and remedial maintenance, installation of safety changes, and installation of engineering changes based upon the specific needs of the individual item of Equipment. This maintenance will include the repair, replacement, or exchange deemed necessary to keep the Equipment to good working order. For purposes of this Contract, Equipment restored to good working condition means Equipment that performs in accordance with the manufacturer's published specifications and the RFP.

The Contractor will exert its best efforts to perform all fault isolation and problem determination attributed to the Equipment covered under this Contract.

The following services are outside the scope of this Contract:

a. Maintenance to bring the Equipment into compliance with any law, rule, or regulation if such law, rule, or regulation was not in effect on the acceptance date.

b. Repair and replacement work or increase in maintenance time as a result of damage or loss resulting from casualty or the State's misuse of the Equipment, damage resulting from improper packing or failure to follow prescribed shipping instructions (if such is done by the State), failure of electrical power, air conditioning or humidity control, use of supplies not approved by the original manufacturer of the Equipment as described or included in the Contractor's Proposal, or causes other than ordinary use of the Equipment.

c. Furnishing platens, supplies, or accessories, making specification changes, or adding or removing approved accessories, attachments, or other devices.

d. Maintenance or any increase in maintenance time resulting from any maintenance or inappropriate connection to other equipment (not done by the Contractor) that results in damage to the Equipment.

e. Activities required to restore the Equipment to good operating condition if the problem has resulted from someone other than Contractor's authorized service personnel repairing, modifying, or performing any maintenance service on the Equipment.

Equipment Maintenance Standards. Remedial Equipment maintenance by the Contractor will be completed within 8 business hours after notification by the State that maintenance is required. In the case of preventative maintenance, the Contractor will perform such in accordance with the manufacturer's published schedule and specifications. If maintenance is not completed or substitute equipment provided within 8 hours after notification by the State, the Contractor will be in default.

All maintenance will also meet any standards contained in the RFP. Failure of the Contractor to meet or maintain these requirements will provide the State with the same rights and remedies specified elsewhere in the RFP for default, except that the Contractor will only have 8 hours to remedy a default.

The Contractor will provide adequate staff to provide the maintenance required by this Contract.

Equipment Maintenance Continuity. If the Contractor is unable to provide maintenance services to meet the State's ongoing performance requirements and if, in the State's sole opinion, the Contractor is unlikely to resume providing warranty services that meets the State's ongoing performance requirement, the Contractor will be in default. The State then will be entitled to the remedies in the default section of this Contract. But the State will also be entitled to the following items from the Contractor: (a) all information necessary for the State to perform the maintenance, including logic diagrams, maintenance manuals and system and unit schematics, as modified by the Contractor; and (b) a listing of suppliers capable of supplying necessary spare parts.

Any information in items (a) and (b) above that is rightfully identified by the Contractor as proprietary information will be maintained in confidence by the State except where disclosure to a third party is necessary for the State to continue the maintenance. But any third party to whom disclosure is made will agree to hold such proprietary information in confidence and to make no further disclosure of it. Further, the State agrees that any such proprietary information will be used solely to perform the Contractor's maintenance obligations hereunder and will be returned to the Contractor upon completion of such use.

Principal Period of Maintenance (General). Maintenance will be available 9 working hours per weekday, [between 8:00 a.m. and 5:00 p.m.] Travel time and expenses related to remedial and preventive maintenance will not be considered billable but will be included in the Contractor's firm, fixed Fee for the Project during the warranty period and a part of the annual maintenance Fee during later annual maintenance periods.

Maintenance Access (General). The Contractor will keep the Project in good operating condition during the warranty period and any annual maintenance period during which the State contracts for continued maintenance, and the State will provide the Contractor with reasonable access to the Project to perform maintenance. All maintenance that requires the Project to be inoperable must be performed outside the State's customary working hours except when the Project is already inoperable. Preventive or scheduled maintenance will be performed at mutually agreeable times, within the parameters of the manufacturer's published schedule.

Key Maintenance Personnel (General). The Contractor will identify all key people responsible for providing maintenance on the Project, furnish the State with a means of identifying these people, furnish the State with their credentials, and notify the State at least 30 calendar days in advance of any reductions in staffing levels of key people at the office serving the State.

ATTACHMENT THREE: GENERAL TERMS AND CONDITIONS
PART SIX: CONSTRUCTION

Entire Document. This Contract is the entire agreement between the parties with respect to the subject matter and supersedes any previous statements or agreements, whether oral or written.

Binding Effect. This Contract will be binding upon and inure to the benefit of the respective successors and assigns of the State and the Contractor.

Amendments – Waiver. No change to any provision of this Contract will be effective unless it is in writing and signed by both parties. The failure of either party at any time to demand strict performance by the other party of any of the terms of this Contract will not be a waiver of those terms. Waivers must be in writing to be effective. And either party may at any later time demand strict performance.

Severability. If any provision of this Contract is held by a court of competent jurisdiction to be contrary to law, the remaining provisions of this Contract will remain in full force and effect to the extent that such does not create an absurdity.

Construction. This Contract will be construed in accordance with the plain meaning of its language and neither for nor against the drafting party.

Headings. The headings used herein are for the sole sake of convenience and will not be used to interpret any section.

Notices. For any notice under this Contract to be effective it must be made in writing and sent to the address of the appropriate contact provided elsewhere in the Contract, unless such party has notified the other party, in accordance with the provisions of this section, of a new mailing address. This notice requirement will not apply to any notices that this Contract expressly authorized to be made orally.

Continuing Obligations. The terms of this Contract will survive the termination or expiration of the time for completion of Project and the time for meeting any final payment of compensation, except where such creates an absurdity.

ATTACHMENT THREE: GENERAL TERMS AND CONDITIONS
PART SEVEN: LAW & COURTS

Compliance with Law. The Contractor agrees to comply with all applicable Federal, State, and local laws in the conduct of the Work.

Drug-Free Workplace. The Contractor will comply with all applicable State and Federal laws regarding keeping a drug-free workplace. The Contractor will make a good faith effort to ensure that all the Contractor employees, while working on State property, will not have or be under the influence of illegal drugs or alcohol or abuse prescription drugs in any way.

Conflicts of Interest. No Personnel of the Contractor may voluntarily acquire any personal interest that conflicts with their responsibilities under this Contract. Additionally, the Contractor will not knowingly permit any public official or public employee who has any responsibilities related to this Contract or the Project to acquire an interest in anything or any entity under the Contractor's control if such an interest would conflict with that official's or employee's duties. The Contractor will disclose to the State knowledge of any such person who acquires an incompatible or conflicting personal interest related to this Contract. And the Contractor will take steps to ensure that such a person does not participate in any action affecting the work under this Contract. But this will not apply when the State has determined, in light of the personal interest disclosed, that person's participation in any such action would not be contrary to the public interest.

Ohio Ethics and Elections Law. The Contractor certifies that it is currently in compliance and will continue to adhere to the requirements of the Ohio ethics law, O.R.C. §102.04. The Contractor affirms that, as applicable to the Contractor, no party listed in Division (I) or (J) of Section 3517.13 of the Ohio Revised Code or spouse of such party has made, as an individual, within the 2 previous calendar years, one or more contributions totaling in excess of $1,000.00 to the Governor or to his campaign committees.

Equal Employment Opportunity. During the Project, the Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, disability, age, or Vietnam-era veteran status ("Protected Status"). The Contractor will ensure that applicants for employment and employees are treated without regard to their Protected Status.

The Contractor agrees to post notices with the provisions of this section in conspicuous places that are available to employees and applicants and to State in all solicitations and advertisements for employees that it is an equal opportunity employer.

Injunctive Relief. Nothing in this Contract is intended to limit the State's right to injunctive relief if such is necessary to protect its interests or to keep it whole.

Assignment. The Contractor may not assign this Contract or any of its rights or obligations under this Contract without the prior, written consent of the State.

Governing Law. This Contract will be governed by the laws of Ohio, and venue for any disputes will lie exclusively with the appropriate court in Franklin County, Ohio.

ATTACHMENT FOUR
SAMPLE CONTRACT

A CONTRACT BETWEEN
THE OFFICE OF INFORMATION TECHNOLOGY
INVESTMENT AND GOVERNANCE DIVISION
ON BEHALF OF THE DEPARTMENT OF JOB AND FAMILY SERVICES
AND

____

(CONTRACTOR)

THIS CONTRACT, which results from CSP#0A06003, entitled Medicaid EDI Translation System is between the State of Ohio, through the Office of Information Technology, Investment and Governance Division, on behalf of (the "State") and ____________________________________ (the "Contractor").

If this RFP results in a Contract award, the Contract will consist of this RFP including all attachments, written amendments to this RFP, the Contractor's Proposal, and written, authorized amendments to the Contractor's Proposal. It will also include any materials incorporated by reference in the above documents and any purchase orders and change orders issued under the Contract. The form of the Contract is this one page attachment to the RFP, which incorporates by reference all the documents identified above. The general terms and conditions for the Contract are contained in another attachment to the RFP. If there are conflicting provisions between the documents that make up the Contract, the order of precedence for the documents is as follows:

1. This RFP, as amended;
2. The documents and materials incorporated by reference in the RFP;
3. The Contractor's Proposal, as amended, clarified, and accepted by the State; and
4. The documents and materials incorporated by reference in the Contractor's Proposal.

Notwithstanding the order listed above change orders and amendments issued after the Contract is executed may expressly change the provisions of the Contract. If they do so expressly, then the most recent of them will take precedence over anything else that is part of the Contract.

This Contract has an effective date of the later of ___________________, 20___, or the occurrence of all conditions precedent specified in the General Terms and Conditions.

IN WITNESS WHEREOF, the parties have executed this Contract as of the dates below.

CONTRACTOR	STATE OF OHIO OFFICE OF INFORMATION TECHNOLOGY
SAMPLE – DO NOT FILL OUT	____________________________________
BY:	By: Mary F. Carroll
Title: _____________________________	Title: Interim Director, Office of Information Technology Interim State Chief Information Officer
Date: _____________________________	Date: ________________________________

ATTACHMENT FIVE
SAMPLE DELIVERABLE/MILESTONE SUBMITTAL FORM

Client Name:	[Insert Client Name]
Project Name:	[Insert Project Name]
Contract Number:	[Insert Contract Number]
Deliverable To Be Reviewed or Milestone Attained:	[Insert Deliverable/Milestone Name and WBS Task #]
Date Deliverable Submitted for Review or Milestone Achievement Date:	[Insert Applicable Date]

The **[insert Deliverable/milestone name]** Deliverable/milestone is complete. This Deliverable/milestone has been completed/attained by **[insert Corporate name]** in accordance with the requirements specified in the RFP and Project Plan. Please obtain signatures below indicating the compliance of **[insert Deliverable/milestone name]**. Please obtain all signatures within **XX** calendar days of the Submitted or Achievement Date, above, **[insert date XX calendar days from submitted date]**.

Please contact___________________ at **XXX-XXX** with any questions.

Sincerely,

[Insert Company Name]
[Insert Project Name] Project Manager

____

Printed Name
Contractor Project Manager
{Same as person signing above}

COMPLIANT:
Deliverable Payment Authorized: Yes _____ No _____ N/A _____

____
Signature of State Agency Project Representative/Date

NOT COMPLIANT:
Describe reason(s) for non-compliance:
(Continue on back if necessary)

____
Signature of State Agency Project Representative/ Date Payment Not Authorized

ATTACHMENT SIX

ENTITY PROFILE SUMMARY

NOTE: The Entity Profile Summary Forms contained in this Attachment are comprised of three (3) different types of forms. The form types are:

- Attachment Six – A Entity Mandatory Requirements,
- Attachment Six – B Entity Requirements, and
- Attachment Six – C Entity Desirable Requirements.

Each form of this Attachment may contain minor variations. If an entity elects to re-create the forms instead of typing the forms using a typewriter, please carefully review each form to ensure that the forms have been re-created accurately.

The criteria will be evaluated for the entity proposing the solution. The criteria may be met by either the offeror or subcontractor, but must be provided by whoever is proposed to perform those services for this Project.

When evaluating the entity's experience, the State will only consider non-overlapping experience when evaluating projects for experience months; months where project's experience overlap will not be counted toward the total months experience.

ATTACHMENT SIX - A
ENTITY PROFILE SUMMARY

ENTITY MANDATORY REQUIREMENTS

Entity Performing Work:____

MANDATORY REQUIREMENT:

1. 60 months experience designing, developing, and implementing an EDI solution similar in size, scope, and nature to this Project, using software proposed in this RFP.

<table>
<tr><td>Client Company Name:</td><td>Client Contact Name:
(Indicate Primary or Alternate)

Client Contact Title:</td></tr>
<tr><td>Client Company Address:</td><td>Client Contact Phone Number:

Client Contact E-Mail Address:</td></tr>
<tr><td>Project Name:</td><td>Beginning Date of Expr: / Ending Date of Expr:
Month/Year Month/Year</td></tr>
<tr><td>Were designing, developing, and implementing part of this Project? YES / NO</td><td>Months Experience?</td></tr>
<tr><td colspan="2">Describe the software used for this project:

Is the software the same (or a previous version) of the software being proposed for this Project? YES / NO</td></tr>
<tr><td colspan="2">Describe the EDI Solution and List Related Service Provided:

Describe how the Related Service in designing, developing, and implementing the EDI solution on this reference shows the entity's experience, capability and capacity to develop the Deliverables and/or to achieve the milestones for this Project:

Describe how the solution was similar in size, scope, and nature to this Project:</td></tr>
</table>

-- Recreate and Duplicate as Needed --

ATTACHMENT SIX - A
ENTITY PROFILE SUMMARY

ENTITY MANDATORY REQUIREMENTS
CONTINUED

Entity Performing Work:____

MANDATORY REQUIREMENT:

2. 60 months experience with design, development, optimization, and implementation of Oracle relational database(s) similar in size, scope, and nature to this Project.

Client Company Name:	**Client Contact Name:** (Indicate Primary or Alternate) **Client Contact Title:**
Client Company Address:	**Client Contact Phone Number:** **Client Contact E-Mail Address:**
Project Name:	**Beginning Date of Expr: / Ending Date of Expr:** **Month/Year Month/Year**
Were designing, development, optimization, and implementation of Oracle databases part of this Project? YES / NO	**Months Experience?**
Describe the Oracle Relational Database(s) and List Related Service Provided: **Describe how the Related Service in design, development, optimization, and implementation of Oracle relational database(s) on this reference shows the entity's experience, capability and capacity to develop the Deliverables and/or to achieve the milestones for this Project:** **Describe how the solution was similar in size, scope, and nature to this Project:**	

-- ***Recreate and Duplicate as Needed*** --

ATTACHMENT SIX - A
ENTITY PROFILE SUMMARY

ENTITY MANDATORY REQUIREMENTS
CONTINUED

Entity Performing Work:____

MANDATORY REQUIREMENT:

3. 36 months experience within the last 60 months with processing HIPAA compliant Healthcare transactions, to include 837I/P/D, 835, 270/271, 276/277, 834, and 820.

Client Company Name:	**Client Contact Name:** (Indicate Primary or Alternate) **Client Contact Title:**
Client Company Address:	**Client Contact Phone Number:** **Client Contact E-Mail Address:**
Project Name:	**Beginning Date of Expr: / Ending Date of Expr:** **Month/Year Month/Year**
Was processing HIPAA compliant Healthcare transactions, including 837I/P/D, 835, 270/271, 276/277, 834, and 820, part of this project? YES / NO	**Months Experience?**
List Related Service Provided: **Describe how the Related Service in HIPAA compliant Healthcare transaction processing, including 837I/P/D, 835, 270/271, 276/277, 834, and 820, on this reference shows the entity's experience, capability and capacity to develop the Deliverables and/or to achieve the milestones for this Project:** **Describe how the experience was similar in size, scope, and nature to this Project:**	

-- ***Recreate and Duplicate as Needed*** --

ATTACHMENT SIX - A
ENTITY PROFILE SUMMARY

ENTITY MANDATORY REQUIREMENTS
CONTINUED

Entity Performing Work:____

MANDATORY REQUIREMENT:

4. Demonstrated ability to successfully route an average of 500,000 EDI Healthcare transactions and responses daily with a peak volume of 150,000 claims, 1,000,000 remittances and 25,000 eligibility inquiries a day, between trading partners, to include translating, processing, and loading the data into a repository.

Client Company Name:	**Client Contact Name:** (Indicate Primary or Alternate) **Client Contact Title:**
Client Company Address:	**Client Contact Phone Number:** **Client Contact E-Mail Address:**
Project Name:	**Beginning Date of Expr: / Ending Date of Expr:** **Month/Year Month/Year**
Did the experience include translating, processing, and loading the data into a repository? YES / NO	**Months Experience?**
How many average Healthcare transactions between trading partners were processed?	
What was the peak volume of Healthcare transactions between trading partners were processed per week?	
List Related Service Provided: **Describe how the Related Service in routing, translating, processing, and loading the data into a repository on this reference shows the entity's experience, capability and capacity to develop the Deliverables and/or to achieve the milestones for this Project:** **Describe how the solution was similar in size, scope, and nature to this Project:**	

-- Recreate and Duplicate as Needed --

ATTACHMENT SIX - B
ENTITY PROFILE SUMMARY

ENTITY STANDARD REQUIREMENTS

Entity Performing Work:____

REQUIREMENT:

1. 60 months experience with secure communications and communication protocols, to include TCP/IP in a WAN environment similar in size, scope, and nature to this Project.

Client Company Name:	**Client Contact Name:** (Indicate Primary or Alternate) **Client Contact Title:**
Client Company Address:	**Client Contact Phone Number:** **Client Contact E-Mail Address:**
Project Name:	**Beginning Date of Expr: / Ending Date of Expr:** **Month/Year Month/Year**
Did the experience include secure communications and communication protocols including TCP/IP in a WAN environment? YES / NO	**Months Experience?**
Describe the WAN Environment, Communications Protocols, and List Related Service Provided: **Describe how the Related Service with secure communications and communication protocols, including TCP/IP in a WAN environment, on this reference shows the entity's experience, capability and capacity to develop the Deliverables and/or to achieve the milestones for this Project:** **Describe how the solution was similar in size, scope, and nature to this Project:**	

-- Recreate and Duplicate as Needed --

ATTACHMENT SIX - B
ENTITY PROFILE SUMMARY

ENTITY STANDARD REQUIREMENTS
CONTINUED

Entity Performing Work:____

REQUIREMENT:

2. 60 months experience providing IT and application support for 500 or more trading partners in a project of similar size, scope, and nature to this Project.

Client Company Name:	**Client Contact Name:** (Indicate Primary or Alternate) **Client Contact Title:**
Client Company Address:	**Client Contact Phone Number:** **Client Contact E-Mail Address:**
Project Name:	**Beginning Date of Expr: / Ending Date of Expr:** **Month/Year Month/Year**
Did the experience providing IT and application support for 500 or more trading partners? YES / NO **How many trading partners were supported?**	**Months Experience?**
List Related Service Provided: **Describe how the Related Service with providing IT and application support for 500 or more trading partners on this reference shows the entity's experience, capability and capacity to develop the Deliverables and/or to achieve the milestones for this Project:** **Describe how the solution was similar in size, scope, and nature to this Project:**	

-- Recreate and Duplicate as Needed --

ATTACHMENT SIX - B
ENTITY PROFILE SUMMARY

ENTITY STANDARD REQUIREMENTS
CONTINUED

Entity Performing Work:____

REQUIREMENT:

3. Two (2) or more projects where the entity provided complete solution transition to the client in a project similar in size, scope, and nature to this Project. **(Use separate reference sheet for each project reference!)**

Client Company Name:	**Client Contact Name:** (Indicate Primary or Alternate) **Client Contact Title:**
Client Company Address:	**Client Contact Phone Number:** **Client Contact E-Mail Address:**
Project Name:	**Beginning Date of Expr: / Ending Date of Expr:** **Month/Year Month/Year**
Did the experience provide complete solution transition to the client? YES / NO	**Months Experience?**
List Related Service Provided: **Describe how the Related Service with providing complete solution transition (including methodology, steps taken, and risk mitigation) to the client on this reference shows the entity's experience, capability and capacity to develop the Deliverables and/or to achieve the milestones for this Project:** **Describe how the solution was similar in size, scope, and nature to this Project:**	

-- Recreate and Duplicate as Needed --

ATTACHMENT SIX - B
ENTITY PROFILE SUMMARY

ENTITY STANDARD REQUIREMENTS
CONTINUED

Entity Performing Work:____

REQUIREMENT:

4. Two (2) or more projects where the entity provided IT and application support for client customers to include training/education on a project similar in size, scope, and nature to this Project. **(Use separate reference sheet for each project reference!)**

Client Company Name:	**Client Contact Name:** (Indicate Primary or Alternate) **Client Contact Title:**
Client Company Address:	**Client Contact Phone Number:** **Client Contact E-Mail Address:**
Project Name:	**Beginning Date of Expr: / Ending Date of Expr:** **Month/Year Month/Year**
Did the experience provide IT and application support for client customers including training/education? YES / NO	**Months Experience?**
List Related Service Provided, Include a Description of Any Training Courses and/or Training Materials Developed: **Describe how the Related Service in IT and application support for the client customers, including training/education, on this reference shows the entity's experience, capability and capacity to develop the Deliverables and/or to achieve the milestones for this Project:** **Describe how the solution was similar in size, scope, and nature to this Project:**	

-- Recreate and Duplicate as Needed --

ATTACHMENT SIX - C
ENTITY PROFILE SUMMARY

ENTITY DESIRABLE REQUIREMENTS

Entity Performing Work:____

REQUIREMENT:

1. One (1) or more projects working with State or Federal Employees in a Medicare or Medicaid environment. **(Use separate reference sheet for each project reference!)**

Client Company Name:	**Client Contact Name:** (Indicate Primary or Alternate) **Client Contact Title:**
Client Company Address:	**Client Contact Phone Number:** **Client Contact E-Mail Address:**
Project Name:	**Beginning Date of Expr: / Ending Date of Expr:** **Month/Year Month/Year**
Did the experience involve working with State or Federal employees in a Medicare or Medicaid environment? YES / NO	**Months Experience?**
List Related Service Provided: **List State or Federal entity and type of environment:** **Describe how the Related Service working with State or Federal employees in a Medicare or Medicaid environment shows the entity's experience, capability and capacity to develop the Deliverables and/or to achieve the milestones for this Project:**	

-- Recreate and Duplicate as Needed --

ATTACHMENT SEVEN

SUBCONTRACTOR PROFILE SUMMARY

NOTE: The Subcontractor Profile Summary Forms contained in this Attachment are comprised of three (3) different types of forms. The form types are:

- Attachment Seven – A Subcontractor Mandatory Requirements,
  INTENTIONALLY OMITTED

- Attachment Seven – B Subcontractor Requirements,
  INTENTIONALLY OMITTED

- Attachment Seven – C Subcontractor Desirable Requirements,
  INTENTIONALLY OMITTED

The offeror should include only the forms applicable to the Requirements that are to be provided by the subcontractor.

Each form of this Attachment may contain minor variations. If an offeror elects to re-create the forms instead of typing the forms using a typewriter, please carefully review each form to ensure that the forms have been re-created accurately.

ATTACHMENT SEVEN- A
SUBCONTRACTOR PROFILE SUMMARY

SUBCONTRACTOR MANDATORY REQUIREMENTS

INTENTIONALLY OMITTED

ATTACHMENT SEVEN - B
SUBCONTRACTOR PROFILE SUMMARY

SUBCONTRACTOR STANDARD REQUIREMENTS

INTENTIONALLY OMITTED

ATTACHMENT SEVEN - C
SUBCONTRACTOR PROFILE SUMMARY

SUBCONTRACTOR DESIRABLE REQUIREMENTS

INTENTIONALLY OMITTED

ATTACHMENT EIGHT

CONTRACTOR PERFORMANCE FORM

The offeror must provide the following information for this section for the past seven (7) years. Please indicate yes or no in each column.

Yes/No	Description
	The offeror has had a contract terminated for default or cause. If so, the offeror must submit full details, including the other party's name, address, and telephone number.
	The offeror has been assessed any penalties in excess of ten thousand dollars ($10,000.00), including liquidated damages, under any of its existing or past contracts with any organization (including any governmental entity). If so, the offeror must provide complete details, including the name of the other organization, the reason for the penalty, and the penalty amount for each incident.
	The offeror was the subject of any governmental action limiting the right of the offeror to do business with that entity or any other governmental entity.
	Trading in the stock of the company has ever been suspended with the date(s) and explanation(s).
	The offeror, any officer of the offeror, or any owner of a twenty percent (20%) interest or greater in the offeror has filed for bankruptcy, reorganization, a debt arrangement, moratorium, or any proceeding under any bankruptcy or insolvency law, or any dissolution or liquidation proceeding.
	The offeror, any officer of the offeror, or any owner with a twenty percent (20%) interest or greater in the offeror has been convicted of a felony or is currently under indictment on any felony charge.

If the answer to any item above is affirmative, the offeror must provide complete details about the matter. While an affirmative answer to any of these items will not automatically disqualify an offeror from consideration, at the sole discretion of the State, such an answer and a review of the background details may result in a rejection of the offeror's Proposal. The State will make this decision based on its determination of the seriousness of the matter, the matter's possible impact on the offeror's performance on the Project, and the best interests of the State.

ATTACHMENT NINE

PERSONNEL PROFILE SUMMARY

NOTE: The Personnel Profile Summary Forms contained in this Attachment are comprised of five (5) different types of forms. The form types are:

- Attachment Nine -- A Candidate References, Project Manager
- Attachment Nine – B Candidate Education & Training, Project Manager
- Attachment Nine – C Candidate Mandatory Requirements, Project Manager
- Attachment Nine – D Candidate Standard Requirements, Project Manager
- Attachment Nine – E Candidate Desirable Requirements, Project Manager

Team Profile Summaries. The project team must collectively meet all the Project Team requirements. The experience of multiple candidates may NOT be combined to meet a single requirement. **The following experience requirements may NOT be met by the candidate being proposed as the Project Manager for this Project.** The criteria may be met by a member of either the offeror's or subcontractor's team, but must be provided by whoever proposed to perform those services in the offeror's Proposal. Each candidate proposed for the Project team must meet at least one of the requirements.

- Attachment Nine – F Candidate Mandatory Requirements, **INTENTIONALLY OMITTED**
- Attachment Nine – G Candidate Standard Requirements, Other Team Members
- Attachment Nine – H Candidate Desirable Requirements, **INTENTIONALLY OMITTED**

All or any combination of the form types may be requested for entity key candidates. There are variations between form types and there may also be variations between the form types for different candidates. If an entity elects to re-create the forms instead of typing in the forms using a typewriter, **please carefully review each form** to ensure that the forms have been re-created accurately.

ATTACHMENT NINE - A
PERSONNEL PROFILE SUMMARY

CANDIDATE REFERENCES – PROJECT MANAGER

Candidate's Name:

References. Provide 3 references for which the proposed candidate has successfully demonstrated meeting the requirements of the RFP on projects of similar size and scope in the past 5 years. The name of the person to be contacted, phone number, company, address, brief description of project size and complexity, and date (month and year) of employment must be given for each reference. The candidate must provide a list of professional references that can attest to his/her specific qualifications.

The reference given should be a person within the client's organization and not a co-worker or a contact within the offeror's organization.

If less than 3 references are provided, the offeror must include information as to why less than 3 references were provided. The State may disqualify the Proposal if less than 3 references are given.

Client Company:	**Client Contact Name:**	**Client Contact Title:**	
Client Address:		**Client Contact Phone Number:**	
Project Name:		Beginning Date of Employment: Month/Year	Ending Date of Employment: Month/Year
Description of services provided that are in line with those to be provided as part of this Project: **Description of how client project size and complexity are similar to this Project:**			

-- Recreate and Duplicate as Needed --

ATTACHMENT NINE - A
PERSONNEL PROFILE SUMMARY

CANDIDATE REFERENCES – PROJECT MANAGER
CONTINUED

<table>
<tr><td>Client Company:</td><td>Client Contact Name:</td><td colspan="2">Client Contact Title:</td></tr>
<tr><td colspan="2">Client Address:</td><td colspan="2">Client Contact Phone Number:</td></tr>
<tr><td colspan="2">Project Name:</td><td>Beginning Date of Employment: Month/Year</td><td>Ending Date of Employment: Month/Year</td></tr>
<tr><td colspan="4">Description of services provided that are in line with those to be provided as part of this Project:

Description of how client project size and complexity are similar to this Project:</td></tr>
</table>

-- Recreate and Duplicate as Needed --

<table>
<tr><td>Client Company:</td><td>Client Contact Name:</td><td colspan="2">Client Contact Title:</td></tr>
<tr><td colspan="2">Client Address:</td><td colspan="2">Client Contact Phone Number:</td></tr>
<tr><td colspan="2">Project Name:</td><td>Beginning Date of Employment: Month/Year</td><td>Ending Date of Employment: Month/Year</td></tr>
<tr><td colspan="4">Description of services provided that are in line with those to be provided as part of this Project:

Description of how client project size and complexity are similar to this Project:</td></tr>
</table>

-- Recreate and Duplicate as Needed --

ATTACHMENT NINE - B
PERSONNEL PROFILE SUMMARY

CANDIDATE REFERENCES – PROJECT MANAGER
EDUCATION AND TRAINING

Candidate's Name:

Education and Training. This section must be completed to list the education and training of each proposed candidate and will demonstrate, in detail, the proposed candidate's ability to properly execute the Contract based on the relevance of the education and training to the requirements of the RFP.

EDUCATION AND TRAINING	MONTHS/ YEARS	WHERE OBTAINED	DEGREE/MAJOR YEAR EARNED
College			
Technical School			
Other Training			

ATTACHMENT NINE - C
PERSONNEL PROFILE SUMMARY

CANDIDATE REFERENCES – PROJECT MANAGER
MANDATORY REQUIREMENTS

Candidate's Name:

Requirement:

1. 60 months of project management skills, which include resource management, forecasting, planning, and budgeting for projects of similar size, scope, and nature as this Project.

<table>
<tr><td>Client Company Name:</td><td>Client Contact Name:

Primary or Alternate</td><td colspan="2">Client Contact Title:</td></tr>
<tr><td colspan="2">Address:</td><td colspan="2">Client Contact Phone Number:

e-Mail Address:</td></tr>
<tr><td colspan="2">Project Name:</td><td>Beginning Date of Expr: Month/Year</td><td>Ending Date of Expr: Month/Year</td></tr>
<tr><td colspan="2">Did the Project include project management skills, including resource management, forecasting, planning, and budgeting for projects? YES / NO</td><td colspan="2">Months Experience?</td></tr>
<tr><td colspan="4">Description of technical experience, capacity performed, and role for this reference that is related to services to be provided for this Project:

Describe how project management skills were utilized on this reference, include discussion for each of the following skills: resource management, forecasting, planning, and budgeting.

Describe how the project was of similar size, scope, and nature as this Project.</td></tr>
</table>

-- Recreate and Duplicate as Needed --

ATTACHMENT NINE - C
PERSONNEL PROFILE SUMMARY

CANDIDATE REFERENCES – PROJECT MANAGER
MANDATORY REQUIREMENTS
CONTINUED

Candidate's Name:

Requirement:

2. Experience as Project Manager on three (3) or more projects in Healthcare EDI environment of similar size, scope, and nature as this Project. **(Use separate reference sheet for each project reference!)**

Company:	**Client Contact Name:** **Primary or Alternate**	**Client Contact Title:**	
Address:		**Client Contact Phone Number:** **e-Mail Address:**	
Project Name:		**Beginning Date of Expr: Month/Year**	**Ending Date of Expr: Month/Year**
For this reference, was the candidate the Project Manager in a Healthcare EDI environment? YES / NO		**Months Experience?**	
Describe Healthcare EDI environment: **Description of technical experience, capacity performed, and role for this reference that is related to services to be provided for this Project:** **Describe how the project was of similar size, scope, and nature as this Project.**			

-- Recreate and Duplicate as Needed --

ATTACHMENT NINE - C
PERSONNEL PROFILE SUMMARY

CANDIDATE REFERENCES – PROJECT MANAGER
MANDATORY REQUIREMENTS
CONTINUED

Candidate's Name:

Requirement:

3. 24 months experience as Project Manager in a Healthcare EDI environment of similar size, scope, and nature as this Project.

<table>
<tr><td>Company:</td><td>Client Contact Name:

Primary or Alternate</td><td colspan="2">Client Contact Title:</td></tr>
<tr><td colspan="2">Address:</td><td colspan="2">Client Contact Phone Number:

e-Mail Address:</td></tr>
<tr><td colspan="2">Project Name:</td><td>Beginning Date of Expr: Month/Year</td><td>Ending Date of Expr: Month/Year</td></tr>
<tr><td colspan="2">For this reference, was the candidate the Project Manager in a Healthcare EDI environment? YES / NO</td><td colspan="2">Months Experience?</td></tr>
<tr><td colspan="4">Describe Healthcare EDI environment:

Description of technical experience, capacity performed, and role for this reference that is related to services to be provided for this Project:

Describe how the project was of similar size, scope, and nature as this Project.</td></tr>
</table>

-- Recreate and Duplicate as Needed --

ATTACHMENT NINE - D
PERSONNEL PROFILE SUMMARY

CANDIDATE REFERENCES – PROJECT MANAGER
STANDARD REQUIREMENTS

Candidate's Name:

Requirement:

1. 36 months experience in overseeing all aspects of Project Management from planning phase through implementation.

<table>
<tr><td>Company:</td><td>Client Contact Name:

Primary or Alternate</td><td colspan="2">Client Contact Title:</td></tr>
<tr><td colspan="2">Address:</td><td colspan="2">Client Contact Phone Number:

e-Mail Address:</td></tr>
<tr><td colspan="2">Project Name:</td><td>Beginning Date of Expr: Month/Year</td><td>Ending Date of Expr: Month/Year</td></tr>
<tr><td colspan="2">For this reference, was the candidate overseeing all aspects of project management from planning phase through implementation for the referenced project? YES / NO</td><td colspan="2">Months Experience?</td></tr>
<tr><td colspan="4">Description of technical experience, capacity performed, and role for this reference that is related to services to be provided for this Project (Include all phases of the project that the candidate had oversight):</td></tr>
</table>

-- Recreate and Duplicate as Needed --

ATTACHMENT NINE - D
PERSONNEL PROFILE SUMMARY

CANDIDATE REFERENCES – PROJECT MANAGER
STANDARD REQUIREMENTS
CONTINUED

Candidate's Name:

Requirement:

2. 36 months experience managing contractors or sub-contractors in a project of similar size, scope or nature to this Project.

<table>
<tr><td>Company:</td><td>Client Contact Name:

Primary or Alternate</td><td colspan="2">Client Contact Title:</td></tr>
<tr><td colspan="2">Address:</td><td colspan="2">Client Contact Phone Number:

e-Mail Address:</td></tr>
<tr><td colspan="2">Project Name:</td><td>Beginning Date of Expr: Month/Year</td><td>Ending Date of Expr: Month/Year</td></tr>
<tr><td colspan="2">How many contractors / subcontractors did the candidate oversee?</td><td colspan="2">Months Experience?</td></tr>
<tr><td colspan="4">Description of technical experience, capacity performed, and role for this reference that is related to services to be provided for this Project:

Describe how the project was of similar size, scope, and nature as this Project.</td></tr>
</table>

-- Recreate and Duplicate as Needed --

ATTACHMENT NINE - D
PERSONNEL PROFILE SUMMARY

CANDIDATE REFERENCES – PROJECT MANAGER
STANDARD REQUIREMENTS
CONTINUED

Candidate's Name:

Requirement:

3. 36 months experience with projects that implemented the software solution to include prior versions of software being proposed for this Project.

Company:	**Client Contact Name:** **Primary or Alternate**	**Client Contact Title:**	
Address:		**Client Contact Phone Number:** **e-Mail Address:**	
Project Name:		**Beginning Date of Expr: Month/Year**	**Ending Date of Expr: Month/Year**
Did the candidate implement the software solution (to include prior versions of the software) being proposed for this Project? YES / NO		**Months Experience?**	
Describe the Software Solution (Include environment, hardware, and software version): **Description of technical experience, capacity performed, and role for this reference that is related to services to be provided for this Project:**			

-- Recreate and Duplicate as Needed --

ATTACHMENT NINE - D
PERSONNEL PROFILE SUMMARY

CANDIDATE REFERENCES – PROJECT MANAGER
STANDARD REQUIREMENTS
CONTINUED

Candidate's Name:

Requirement:
4. Project Manager must be an employee of the offeror for the last 12 months.

<table>
<tr><td>Employer:</td><td>Company Contact Name:

Primary or Alternate</td><td colspan="2">Company Contact Title:</td></tr>
<tr><td colspan="2">Company Address:</td><td colspan="2">Company Contact Phone Number:

e-Mail Address:</td></tr>
<tr><td colspan="2">Current Position Title:</td><td>Beginning Date of Expr: Month/Year</td><td>Ending Date of Expr: Month/Year</td></tr>
<tr><td colspan="2">Was the candidate employed by the offeror for the last 12 months? YES / NO</td><td colspan="2">Months Experience?</td></tr>
<tr><td colspan="4">Description of technical experiences, capacities performed, and roles performed for this employer:</td></tr>
</table>

-- Recreate and Duplicate as Needed --

ATTACHMENT NINE - D
PERSONNEL PROFILE SUMMARY

CANDIDATE REFERENCES – PROJECT MANAGER
STANDARD REQUIREMENTS
CONTINUED

Candidate's Name:

Requirement:

5. Project Manager must have managed a team of staff in a project of similar size, scope or nature to this Project.

<table>
<tr><td>Company:</td><td>Client Contact Name:

Primary or Alternate</td><td colspan="2">Client Contact Title:</td></tr>
<tr><td colspan="2">Address:</td><td colspan="2">Client Contact Phone Number:

e-Mail Address:</td></tr>
<tr><td colspan="2">Project Name:</td><td>Beginning Date of Expr: Month/Year</td><td>Ending Date of Expr: Month/Year</td></tr>
<tr><td colspan="2">How many team members did the candidate oversee?</td><td colspan="2">Months Experience?</td></tr>
<tr><td colspan="4">Description of technical experiences, capacities performed, and roles performed for this employer:</td></tr>
</table>

-- Recreate and Duplicate as Needed --

ATTACHMENT NINE - E
PERSONNEL PROFILE SUMMARY

CANDIDATE REFERENCES – PROJECT MANAGER
DESIRABLE REQUIREMENTS

Candidate's Name:

Requirement:

1. PMI Certified. Candidate must include a copy of the PMI certification as part of the offeror's Proposal. Candidates that do not submit copied certification will not be awarded points for this criterion.

ATTACHMENT NINE - E
PERSONNEL PROFILE SUMMARY

CANDIDATE REFERENCES – PROJECT MANAGER
DESIRABLE REQUIREMENTS
CONTINUED

Candidate's Name:

Requirement:

2. 12 months experience as the Project Manager working with the Federal, State, or local government on a project where the Project Manager worked with Government and dealt with specific laws, regulations, and rules that affected the project.

Company:	**Client Contact Name:** **Primary or Alternate**	**Client Contact Title:**	
Address:		**Client Contact Phone Number:** **e-Mail Address:**	
Project Name:		**Beginning Date of Expr: Month/Year**	**Ending Date of Expr: Month/Year**
For this reference, was the candidate the Project Manager? YES / NO **For this reference, did the experience involve working with Federal, State, or local government? YES / NO**		**Months Experience?**	
List Related Service Provided: **List the Federal, State, or local government entity and type of environment:** **List the specific laws, regulations, and rules that affected the project:** **Description of technical experience, capacity performed, and role for this reference that is related to services to be provided for this Project:**			

-- Recreate and Duplicate as Needed --

ATTACHMENT NINE - F
PERSONNEL PROFILE SUMMARY

CANDIDATE REFERENCES – OTHER TEAM MEMBERS
MANDATORY REQUIREMENTS

INTENTIONALLY OMITTED

ATTACHMENT NINE - G
PERSONNEL PROFILE SUMMARY

CANDIDATE REFERENCES – OTHER TEAM MEMBERS
STANDARD REQUIREMENTS

Candidate's Name:

Requirement:

1. 60 months experience with translation application proposed from design to implementation to include prior versions.

<table>
<tr><td colspan="2">Company:</td><td colspan="2">Client Contact Name:

Primary or Alternate</td><td colspan="2">Client Contact Title:</td></tr>
<tr><td colspan="4">Address:</td><td colspan="2">Client Contact Phone Number:

e-Mail Address:</td></tr>
<tr><td colspan="4">Project Name:</td><td>Beginning Date of Expr: Month/Year</td><td>Ending Date of Expr: Month/Year</td></tr>
<tr><td colspan="3">Did the candidate work with the Translation Application proposed (including prior versions) from design to implementation? YES / NO</td><td colspan="3">Months Experience?</td></tr>
<tr><td colspan="6">Describe the translation application used for this reference:

Is the translation application the same (or a previous version) as that being proposed for this Project? YES / NO</td></tr>
<tr><td colspan="6">Description of technical experience, capacity performed, and role for this reference that is related to services to be provided for this Project:</td></tr>
</table>

-- Recreate and Duplicate as Needed --

ATTACHMENT NINE - G
PERSONNEL PROFILE SUMMARY

CANDIDATE REFERENCES – OTHER TEAM MEMBERS
STANDARD REQUIREMENTS
CONTINUED

Candidate's Name:

Requirement:

2. 60 months Oracle database experience in all aspects of Oracle administration, which may include prior versions of Oracle.

<table>
<tr><td>Company:</td><td>Client Contact Name:

Primary or Alternate</td><td colspan="2">Client Contact Title:</td></tr>
<tr><td colspan="2">Address:</td><td colspan="2">Client Contact Phone Number:

e-Mail Address:</td></tr>
<tr><td colspan="2">Project Name:</td><td>Beginning Date of Expr: Month/Year</td><td>Ending Date of Expr: Month/Year</td></tr>
<tr><td colspan="2">Did the candidate work on Oracle database administration throughout the project? YES / NO</td><td colspan="2">Months Experience?</td></tr>
<tr><td colspan="4">Describe the Oracle database used for this reference:

Description of technical experience, capacity performed, and role for this reference that is related to services to be provided for this Project:</td></tr>
</table>

-- Recreate and Duplicate as Needed --

ATTACHMENT NINE - G
PERSONNEL PROFILE SUMMARY

CANDIDATE REFERENCES – OTHER TEAM MEMBERS
STANDARD REQUIREMENTS
CONTINUED

Candidate's Name:

Requirement:

3. 36 months experience with AIX Unix with at least three (3) project experiences within that time that included all aspects of AIX administration. **(Use separate reference sheet for each project reference!)**

Company:	Client Contact Name: Primary or Alternate	Client Contact Title:	
Address:		Client Contact Phone Number: e-Mail Address:	
Project Name:		Beginning Date of Expr: Month/Year	Ending Date of Expr: Month/Year
Did the candidate work on AIX Unix administration throughout the project? YES / NO		Months Experience?	
Describe the AIX Unix environment for this reference: Describe the AIX Unix administration performed for this reference: Description of technical experience, capacity performed, and role for this reference that is related to services to be provided for this Project:			

-- Recreate and Duplicate as Needed --

ATTACHMENT NINE - G
PERSONNEL PROFILE SUMMARY

CANDIDATE REFERENCES – OTHER TEAM MEMBERS
STANDARD REQUIREMENTS
CONTINUED

Candidate's Name:

Requirement:
4. 24 months implementation experience ANSI X.12 HIPAA EDI transaction processing.

Company:	**Client Contact Name:** **Primary or Alternate**	**Client Contact Title:**	
Address:		**Client Contact Phone Number:** **e-Mail Address:**	
Project Name:		**Beginning Date of Expr: Month/Year**	**Ending Date of Expr: Month/Year**
Did the candidate work on implementing ANSI X.12 HIPAA EDI transaction processing for the project? **YES / NO**		**Months Experience?**	
Describe the ANSI X.12 HIPAA EDI environment of this reference: **Description of technical experience, capacity performed, and role for this reference that is related to services to be provided for this Project:**			

-- Recreate and Duplicate as Needed --

ATTACHMENT NINE - G
PERSONNEL PROFILE SUMMARY

CANDIDATE REFERENCES – OTHER TEAM MEMBERS
STANDARD REQUIREMENTS
CONTINUED

Candidate's Name:

Requirement:
5. 24 months implementation Internet security experience on the solution being proposed.

Company:	**Client Contact Name:** **Primary or Alternate**	**Client Contact Title:**	
Address:		**Client Contact Phone Number:** **e-Mail Address:**	
Project Name:		**Beginning Date of Expr: Month/Year**	**Ending Date of Expr: Month/Year**
Did the candidate work on implementing Internet security on the solution being proposed (including prior versions) throughout this project? YES / NO		**Months Experience?**	
Describe the solution and Internet security implemented for this reference: **Description of technical experience, capacity performed, and role for this reference that is related to services to be provided for this Project:**			

-- Recreate and Duplicate as Needed --

ATTACHMENT NINE - G
PERSONNEL PROFILE SUMMARY

CANDIDATE REFERENCES – OTHER TEAM MEMBERS
STANDARD REQUIREMENTS
CONTINUED

Candidate's Name:

Requirement:
6. 24 months implementation experience with communications/telecommunications experience on the solution being proposed.

Company:	**Client Contact Name:** **Primary or Alternate**	**Client Contact Title:**	
Address:		**Client Contact Phone Number:** **e-Mail Address:**	
Project Name:		**Beginning Date of Expr: Month/Year**	**Ending Date of Expr: Month/Year**
Did the candidate work on implementing communications/telecommunications on the solution being proposed (including prior versions) throughout this project? YES / NO		**Months Experience?**	
Describe the solution and communications/telecommunications implemented for this reference: **Description of technical experience, capacity performed, and role for this reference that is related to services to be provided for this Project:**			

-- Recreate and Duplicate as Needed --

ATTACHMENT NINE - G
PERSONNEL PROFILE SUMMARY

CANDIDATE REFERENCES – OTHER TEAM MEMBERS
STANDARD REQUIREMENTS
CONTINUED

Candidate's Name:

Requirement:

7. 24 months experience performing customer level support to include tracking, troubleshooting, escalation and problem resolution.

<table>
<tr><td>Company:</td><td>Client Contact Name:

Primary or Alternate</td><td colspan="2">Client Contact Title:</td></tr>
<tr><td colspan="2">Address:</td><td colspan="2">Client Contact Phone Number:

e-Mail Address:</td></tr>
<tr><td colspan="2">Project Name:</td><td>Beginning Date of Expr: Month/Year</td><td>Ending Date of Expr: Month/Year</td></tr>
<tr><td colspan="2">Did the candidate perform customer level support, including tracking, troubleshooting, escalation and problem resolution, for this project? YES / NO</td><td colspan="2">Months Experience?</td></tr>
<tr><td colspan="4">Describe how the candidate performed customer level support for this reference. Include a discussion of tracking, troubleshooting, escalation and problem resolution:

Description of technical experience, capacity performed, and role for this reference that is related to services to be provided for this Project:</td></tr>
</table>

-- Recreate and Duplicate as Needed --

ATTACHMENT NINE - G
PERSONNEL PROFILE SUMMARY

CANDIDATE REFERENCES – OTHER TEAM MEMBERS
STANDARD REQUIREMENTS
CONTINUED

Candidate's Name:

Requirement:
8. 6 months experience with PKI which may include installation, troubleshooting, support, and optimization.

<table>
<tr><td>Company:</td><td>Client Contact Name:

Primary or Alternate</td><td colspan="2">Client Contact Title:</td></tr>
<tr><td colspan="2">Address:</td><td colspan="2">Client Contact Phone Number:

e-Mail Address:</td></tr>
<tr><td colspan="2">Project Name:</td><td>Beginning Date of Expr: Month/Year</td><td>Ending Date of Expr: Month/Year</td></tr>
<tr><td colspan="2">Did the candidate work on PKI for this project? YES / NO</td><td colspan="2">Months Experience?</td></tr>
<tr><td colspan="4">Check the appropriate box for related services provided for this reference:

☐ Installation ☐ Support
☐ Troubleshooting ☐ Optimization</td></tr>
<tr><td colspan="4">For each related service checked above, describe in detail how service was performed for this reference:

Description of technical experience, capacity performed, and role for this reference that is related to services to be provided for this Project:</td></tr>
</table>

-- Recreate and Duplicate as Needed --

ATTACHMENT NINE - G
PERSONNEL PROFILE SUMMARY

CANDIDATE REFERENCES – OTHER TEAM MEMBERS
STANDARD REQUIREMENTS
CONTINUED

Candidate's Name:

Requirement:
9. Each team member must have worked for the entity for the past 12 months in the job position being proposed for this Project.

Employer:	**Company Contact Name:** **Primary or Alternate**	**Company Contact Title:**	
Company Address:		**Company Contact Phone Number:** **e-Mail Address:**	
Current Position Title:		**Beginning Date of Expr: Month/Year**	**Ending Date of Expr: Month/Year**
Was the candidate employed by the offeror or subcontractor for the last 12 months? YES / NO		**Months Experience?**	
Description of technical experiences, capacities performed, and roles performed for this employer:			

-- Recreate and Duplicate as Needed --

ATTACHMENT NINE - G
PERSONNEL PROFILE SUMMARY

CANDIDATE REFERENCES – OTHER TEAM MEMBERS
STANDARD REQUIREMENTS
CONTINUED

Candidate's Name:

Requirement:
10. At least five (5) Projects performing requirements gathering. **(Use separate reference sheet for each project reference!)**

Company:	**Client Contact Name:** **Primary or Alternate**	**Client Contact Title:**	
Address:		**Client Contact Phone Number:** **e-Mail Address:**	
Project Name:		**Beginning Date of Expr: Month/Year**	**Ending Date of Expr: Month/Year**
Did the candidate perform requirements gathering for this project? YES / NO		**Months Experience?**	
Description of technical experience, capacity performed, and role for this reference that is related to services to be provided for this Project:			

-- Recreate and Duplicate as Needed --

ATTACHMENT NINE - G
PERSONNEL PROFILE SUMMARY

CANDIDATE REFERENCES – OTHER TEAM MEMBERS
STANDARD REQUIREMENTS
CONTINUED

Candidate's Name:

Requirement:
11. Three (3) Project experiences providing solution development and modification training to clients. **(Use separate reference sheet for each project reference!)**

Company:	**Client Contact Name:** **Primary or Alternate**	**Client Contact Title:**	
Address:		**Client Contact Phone Number:** **e-Mail Address:**	
Project Name:		**Beginning Date of Expr: Month/Year**	**Ending Date of Expr: Month/Year**
Did the candidate provide solution development and modification training to clients for this project? YES / NO		**Months Experience?**	
Detail the solution development and modification training for this reference: **Description of technical experience, capacity performed, and role for this reference that is related to services to be provided for this Project:**			

-- Recreate and Duplicate as Needed --

ATTACHMENT NINE - G
PERSONNEL PROFILE SUMMARY

CANDIDATE REFERENCES – OTHER TEAM MEMBERS
STANDARD REQUIREMENTS
CONTINUED

Candidate's Name:

Requirement:
12. Three (3) project experiences providing solution support training to clients. **(Use separate reference sheet for each project reference!)**

Company:	**Client Contact Name:** **Primary or Alternate**	**Client Contact Title:**	
Address:		**Client Contact Phone Number:** **e-Mail Address:**	
Project Name:		**Beginning Date of Expr: Month/Year**	**Ending Date of Expr: Month/Year**
Did the candidate provide solution support training to clients for this project? YES / NO		**Months Experience?**	
Detail the solution support training for this reference: **Description of technical experience, capacity performed, and role for this reference that is related to services to be provided for this Project:**			

-- Recreate and Duplicate as Needed --

ATTACHMENT NINE - G
PERSONNEL PROFILE SUMMARY

CANDIDATE REFERENCES – OTHER TEAM MEMBERS
STANDARD REQUIREMENTS
CONTINUED

Candidate's Name:

Requirement:
13. At least three (3) projects performing network diagramming. **(Use separate reference sheet for each project reference!)**

Company:	Client Contact Name: Primary or Alternate	Client Contact Title:	
Address:		Client Contact Phone Number: e-Mail Address:	
Project Name:		Beginning Date of Expr: Month/Year	Ending Date of Expr: Month/Year
Did the candidate perform network diagramming for this project? YES / NO		Months Experience?	
Description of technical experience, capacity performed, and role for this reference that is related to services to be provided for this Project:			

-- Recreate and Duplicate as Needed --

ATTACHMENT NINE - G
PERSONNEL PROFILE SUMMARY

CANDIDATE REFERENCES – OTHER TEAM MEMBERS
STANDARD REQUIREMENTS
CONTINUED

Candidate's Name:

Requirement:
14. At least three (3) projects performing data modeling. **(Use separate reference sheet for each project reference!)**

Company:	**Client Contact Name:** **Primary or Alternate**	**Client Contact Title:**	
Address:		**Client Contact Phone Number:** **e-Mail Address:**	
Project Name:		**Beginning Date of Expr: Month/Year**	**Ending Date of Expr: Month/Year**
Did the candidate perform data modeling for this project? YES / NO		**Months Experience?**	
Description of technical experience, capacity performed, and role for this reference that is related to services to be provided for this Project:			

-- Recreate and Duplicate as Needed --

ATTACHMENT NINE - G
PERSONNEL PROFILE SUMMARY

CANDIDATE REFERENCES – OTHER TEAM MEMBERS
STANDARD REQUIREMENTS
CONTINUED

Candidate's Name:

Requirement:

15. At least three (3) projects performing design and process documentation. **(Use separate reference sheet for each project reference!)**

Company:	**Client Contact Name:** **Primary or Alternate**	**Client Contact Title:**	
Address:		**Client Contact Phone Number:** **e-Mail Address:**	
Project Name:		**Beginning Date of Expr: Month/Year**	**Ending Date of Expr: Month/Year**
Did the candidate perform design and process documentation for this project? YES / NO		**Months Experience?**	
List all documentation related to design and process produced for this reference: **Description of technical experience, capacity performed, and role for this reference that is related to services to be provided for this Project:**			

-- Recreate and Duplicate as Needed --

ATTACHMENT NINE - G
PERSONNEL PROFILE SUMMARY

CANDIDATE REFERENCES – OTHER TEAM MEMBERS
STANDARD REQUIREMENTS
CONTINUED

Candidate's Name:

Requirement:
16. At least three (3) projects developing training and transition materials for the solution being proposed. **(Use separate reference sheet for each project reference!)**

Company:	**Client Contact Name:** **Primary or Alternate**	**Client Contact Title:**	
Address:		**Client Contact Phone Number:** **e-Mail Address:**	
Project Name:		**Beginning Date of Expr: Month/Year**	**Ending Date of Expr: Month/Year**
Did the candidate develop training and transition materials for the solution being proposed (including previous versions) for this project? YES / NO		**Months Experience?**	
List all documentation related to training and transition materials produced for this reference: **Description of technical experience, capacity performed, and role for this reference that is related to services to be provided for this Project:**			

-- Recreate and Duplicate as Needed --

ATTACHMENT NINE - H
PERSONNEL PROFILE SUMMARY

CANDIDATE REFERENCES – OTHER TEAM MEMBERS
DESIRABLE REQUIREMENTS

INTENTIONALLY OMITTED

ATTACHMENT TEN

MANDATORY REQUIREMENT CHECKLIST

Mandatory Requirement Checklist. The following table demonstrates the mandatory qualifications and specifications for the Proposal, the proposed solution, and key personnel. If the Proposal meets the mandatory requirements, the offeror's Proposal will be selected for consideration in the next phase of evaluation. Proposal's that do not meet the mandatory qualifications may be removed from further consideration.

The offeror must indicate the section, page and/or location where each of these mandatory requirements is discussed in detail within their Proposal. Failure to provide section, page and/or location for each mandatory requirement, or failure to describe and detail each mandatory requirement may be cause for rejection of the offeror's Proposal.

Criteria	Section, Page and/or Location in Proposal
Entity Profile: The following criteria will be evaluated for the entity proposing the solution. The criteria may be met by either the offeror or subcontractor, but must be provided by whoever is proposed to perform those services for this Project. **When evaluating the entity's experience, the State will only consider non-overlapping experience when evaluating projects for experience months; months where project's experience overlap will not be counted toward the total months experience.**	
Mandatory Experience Requirements	
1. 60 months experience designing, developing, and implementing an EDI solution similar in size, scope, and nature to this Project, using software proposed in this RFP.	
2. 60 months experience with design, development, optimization, and implementation of Oracle relational database(s) similar in size, scope, and nature to this Project.	
3. 36 months experience within the last 60 months with processing HIPAA compliant healthcare transactions, to include 837I/P/D, 835, 270/271, 276/277, 834, and 820.	
4. Reference(s) demonstrating ability to successfully route an average of 500,000 EDI Healthcare transactions and responses daily with a peak volume of 150,000 claims, 1,000,000 remittances and 25,000 eligibility inquiries a day, between trading partners, to include translating, processing, and loading the data into a repository.	
Product Requirements (Database and Translation solution): The following criteria must be met by the offeror's solution and/or software being proposed for this Project.	
Mandatory Requirements	
1. All databases must be Oracle Version 9 or higher running on AIX Version 5 or higher.	
2. Translation application must run on AIX Version 5 or higher.	

Criteria	Section, Page and/or Location in Proposal
3. Process and translate ANSI X.12 4010A1 837 Professional transactions	
4. Process and translate ANSI X.12 4010A1 837 Dental transactions	
5. Process and translate ANSI X.12 4010A1 837 Institutional transactions	
6. Process and translate ANSI X.12 4010A1 270 transactions	
7. Process and translate ANSI X.12 4010A1 271 transactions	
8. Process and translate ANSI X.12 4010A1 276 transactions	
9. Process and translate ANSI X.12 4010A1 277 transactions	
10. Process and translate ANSI X.12 4010A1 835 transactions	
11. Process and translate ANSI X.12 4010A1 834 transactions	
12. Process and translate ANSI X.12 4010A1 820 transactions	
13. Process and translate ANSI X.12 4010A1 278 transactions	
14. Secure Internet Communications that complies with current HIPAA and Medicaid privacy and security standards	
Team Profile Summaries: The following criteria will be evaluated for the Project Manager being proposed for this Project. The Project Manager must be an employee of the offeror.	
Project Manager **Mandatory Experience Requirements**	
1. 60 months of project management skills, which include resource management, forecasting, planning, and budgeting for projects of similar size, scope, and nature as this Project.	
2. Experience as Project Manager on three (3) or more projects in healthcare EDI environment of similar size, scope, and nature as this Project.	

Criteria	Section, Page and/or Location in Proposal
3. 24 months experience as Project Manager in a healthcare EDI environment of similar size, scope, and nature as this Project.	

ATTACHMENT ELEVEN

COST SUMMARY

Cost Proposal. This RFP includes a Cost Summary Form provided as an attachment. Offerors may not reformat this form. Each offeror must complete the Cost Summary Form in the exact format provided. Any reformatting may cause the State to reject the offeror's Proposal. (See: Part Three Proposal Submittal)

The Cost Proposal must not include exceptions to or additional terms and conditions or assumptions.

The State will evaluate Cost Area One and Cost Area Two using the total fixed cost for Cost Area One and the total fixed monthly rate for Cost Area Two. For Cost Area Three, the State will derive a cost using the scenario explained at the end of this attachment. A normalized score will be calculated using these values as explained below. The Total Normalized Cost Score will be used to determine the Normalized Cost Score for the Proposal as detailed in Table Three of the Proposal Evaluation Criteria section of this RFP.

The Normalized Cost Score will use a normalized score calculated between the three cost areas as detailed in the Cost Area Table below:

Cost Area	**MAX %**	**MAX Possible Points for Cost Category**	**Normalized Point Score**
Cost Area One	**25**	75	
Cost Area Two	**40**	120	
Cost Area Three	**35**	105	
TOTAL NORMALIZED COST SCORE	**100**	300	

- Normalized Cost Area One Score =

  (Lowest Offeror’s Cost Area One Total / Offeror’s Cost Area One Total) x 75

- Normalized Cost Area Two Score =

  (Lowest Offeror’s Cost Area Two Rate / Offeror’s Cost Area Two Rate) x 120

- Normalized Cost Area Three Score =

  (Lowest Offeror’s Cost Area Three Averaged Total / Offeror’s Cost Area Three Averaged Total) x 105

Total Normalized Cost Score =

Normalized Cost Area One Score Points + Normalized Cost Area Two Score Points + Normalized Cost Area Three Score Points

ATTACHMENT ELEVEN

COST SUMMARY
CONTINUED

COST AREA ONE – DELIVERABLES. Area One will be Deliverable based and be active in both Phase 1 and Phase 2 of the Project. Upon receipt of a signed Deliverable Submittal Form (Attachment Five) indicating the State agrees the Deliverable identified in the Work Breakdown Structure (WBS) is compliant or a milestone has been met and payment should be made, the Contractor may submit an invoice for that Deliverable/milestone according to the payment schedule. Payment will be based on the Deliverables and percentages detailed in the following table:

Payment Milestone/Deliverable	**Payment**	**Cost**
System Design, Deployment and Implementation Documentation Approved (Application and Technical Solution Design, which includes hardware/software recommendation plan)	5%	$____________________
Hardware and software for translation and data repository portion of the solution installed, configured and approved.	5%	$____________________
Certification of the SOCC technical installation of applications, dbms, and network connectivity and communications and security system established and approved.	5%	$____________________
Parallel Testing Complete and Approved for EDI and communications and security systems	15%	$____________________
Production Cutover complete for EDI and communications and security systems	20%	$____________________
Database Repository Complete and Approved	20%	$____________________
Training of State Staff Complete and Approved	10%	$____________________
Translation and Data Repository Systems Transferred to ODJFS Personnel	20%	$____________________
Total for % for Cost Area One - Deliverables		$____________________
Network connectivity and communications and security system established and approved.	Costs	$____________________
Total Fixed Costs for Cost Area One - Deliverables		**$____________________**

ATTACHMENT ELEVEN

COST SUMMARY
CONTINUED

COST AREA TWO – DIRECT COSTS. Area Two will be a monthly-based fee and be active in Phase 1 through turnover of the solution to ODJFS in Phase 2.

During Phase 1 the cost for operations and support of the translation system must be included in this monthly rate; during Phase 2, the operations and support of the data repository will be added. The monthly fee-based rate must be an all-inclusive fee for the operational support of the solution for these two systems. This fee must account for all costs associated with support, including any operational costs incurred outside of normal business hours, or due to foreseen and unforeseen operational errors.

Total Monthly Rate for Cost Area Two – Direct Costs	**$_________________________**

ATTACHMENT ELEVEN

COST SUMMARY
CONTINUED

COST AREA THREE – RATE (PER TRANSACTION) COSTS. Area Three will be a per transaction fee paid in arrears and be active from production turnover and acceptance through the end of the Contract. The per transaction fees will be billed monthly in arrears and paid within 30 days of the State's receipt of a proper invoice. Any yearly licensing or maintenance fees must be included as part of the monthly per transaction rate.

The State will not accept per character or per byte rates as a basis for rate setting. The State will pay for the transmittal and routing of files between trading partners and ODJFS; the transaction fee will include all communication and security costs detailed for Area 2 in this RFP. The State expects a tiered rate structure that provides reduced transaction rates as the volume of transactions increase. The State also expects that certain transactions are "bundled" together, these are: 270/271, 278/278, 276/277, 837/835. ODJFS also expects acknowledgment transactions to be part of the bundled rates.

The State will not start payment of transaction or transmittal costs until the translation solution is the source of production transmittals. The State will continue to pay these costs for the life of the Contract and any renewals once production begins.

EDI X12 Transaction	Charge for Each Individual Transaction per Tier
Section 1	
Claims (X12.837 P, I, D) each up to 1,000,000 per month	$__________________________
Claims volume of 1,000,001 to 1,250,000	$__________________________
Claims volume of 1,250,001 to 1,500,000	$__________________________
Claims volume of 1,500,001 to 1,750,000	$__________________________
Claims volume of 1,750,001 to 2,000,000	$__________________________
Claims volume above 2,000,000	$__________________________
Section 2	
Unsolicited Claim Status (X12.U277)	Included with claim charge
X12 Responses of TA1 and 997	Included with claim charge
Application Advice (X12.824)	Included with claim charge
Section 3	
Remittance Advice (X12.835) for non-pharmacy claims	Included with claim charge
Section 4	
Eligibility Queries & Responses (X12.270/271) each up to 500,000 per month	$__________________________
Transaction volume of 500,001 to 1,000,000	$__________________________
Transaction volume of 1,000,001 to 1,500,000	$__________________________

EDI X12 Transaction	Charge for Each Individual Transaction per Tier
Transaction volume of 1,500,001 to 2,000,000	$___________________________
Transaction volume above 2,000,000	$___________________________
Section 5	
Claim Status Queries & Responses (X12.276/277) each up to 500,000 per month	$___________________________
Transaction volume of 500,001 to 1,000,000	$___________________________
Transaction volume of 1,000,001 to 1,500,000	$___________________________
Transaction volume of 1,500,001 to 2,000,000	$___________________________
Transaction volume above 2,000,000	$___________________________
Section 6	
Healthcare Service Review Queries & Responses (X12.278Q/278R) each up to 10,000 per month	$___________________________
Section 7	
Pharmacy Remittance Advice (X12.835) for claims processed by ODJFS' pharmacy benefit processor up to 2,500,000 per month	$___________________________
Transaction volume of 2,500,001 to 3,000,000 per month	$___________________________
Transaction volume of 3,000,001 or above per month	$___________________________
Section 8	
Member Enrollment (X12.834) transactions (each processed)	$___________________________
Section 9	
Premium Payment (X12.820) transactions (each processed)	$___________________________

ATTACHMENT ELEVEN

COST SUMMARY
CONTINUED

THE FOLLOWING PAGES ARE PROVIDED TO OFFEROR'S FOR INFORMATIONAL PURPOSES ONLY. OFFEROR'S <u>WILL NOT</u> SUBMIT THIS PART OF THE COST SUMMARY WITH THEIR PROPOSAL. THE STATE WILL USE THE FOLLOWING TABLES AND SCENARIOS TO CALCULATE THE OFFEROR'S COST SCORES USING THE RATES PROVIDED IN THE PREVIOUS COST SUMMARY TABLES.

Evaluation of Cost Summary by Scenarios. For evaluation purposes, the State will calculate costs based on the following scenario. The offeror's rates will be applied to the scenario, which offers different transaction totals over a two-month period; the offeror's rates will be used in the calculations, and average costs will be calculated for each section of transactions. The two months will then be averaged together providing an averaged Monthly Total for Cost Area Three that will be calculated and used in the normalized calculations explained previously. The offeror's rates will be applied to a two month scenario with the following transactions for each section:

Month 1:					
EDI X12 Transaction	**Offeror's Rate**	**x**	**Number Transactions for Tier**	**=**	**Cost**
Section 1 – Claims (X12.837 P, I, D)					
up to 1,000,000 per month	$	**x**	**1,000,000**	**=**	**$**
volume of 1,000,001 to 1,250,000	$	**x**	**250,000**	**=**	**$**
volume of 1,250,001 to 1,500,000	$	**x**	**250,000**	**=**	**$**
volume of 1,500,001 to 1,750,000	$	**x**	**250,000**	**=**	**$**
volume of 1,750,001 to 2,000,000	$	**x**	**250,000**	**=**	**$**
volume above 2,000,000	$	**x**	**500,000**	**=**	**$**
		Total	**2,500,000**		**$**
Total Cost for Section 1 / Total Number Transactions Average for Section 1					**$**
Section 2 – Unsolicited Claim Status (X12.U277), X12 Responses of TA1 and 997, Application Advice (X12.824)					N/A
Section 3 – Remittance Advice (X12.835) for non-pharmacy claims					N/A
Section 4 – Eligibility Queries & Responses (X12.270/271)					
up to 500,000 per month	$	**x**	**500,000**	**=**	**$**
volume of 500,001 to 1,000,000	$	**x**	**500,000**	**=**	**$**
volume of 1,000,001 to 1,500,000	$	**x**	**500,000**	**=**	**$**
volume of 1,500,001 to 2,000,000	$	**x**	**500,000**	**=**	**$**
volume above 2,000,000	$	**x**	**500,000**	**=**	**$**

FOR STATE EVALUATION PURPOSES ONLY – DO NOT FILL IN – DO NOT SUBMIT WITH PROPOSAL

Month 1 (Continued):					
EDI X12 Transaction	**Offeror's Rate**	**x**	**Number Transactions for Tier**	**=**	**Cost**
		Total	**2,500,000**		**$**
Total Cost for Section 4 / Total Number Transactions Average for Section 4					**$**
Section 5 - Claim Status Queries & Responses (X12.276/277)					
up to 500,000 per month	$	**x**	**500,000**	**=**	**$**
volume of 500,001 to 1,000,000	$	**x**	**500,000**	**=**	**$**
volume of 1,000,001 to 1,500,000	$	**x**	**500,000**	**=**	**$**
volume of 1,500,001 to 2,000,000	$	**x**	**500,000**	**=**	**$**
volume above 2,000,000	$	**x**	**500,000**	**=**	**$**
		Total	**2,500,000**		**$**
Total Cost for Section 5 / Total Number Transactions Average for Section 5					**$**
Section 6 - Healthcare Service Review Queries & Responses (X12.278Q/278R)					
up to 10,000 per month	$	**x**	**2,000**	**=**	**$**
Average for Section 6					**$**
Section 7 - Pharmacy Remittance Advice (X12.835) for claims processed by ODJFS' pharmacy benefit processor					
up to 2,500,000 per month	$	**x**	**2,500,000**	**=**	**$**
volume of 2,500,001 to 3,000,000	$	**x**	**500,000**	**=**	**$**
volume above 3,000,001	$	**x**	**250,000**	**=**	**$**
		Total	**3,250,000**		**$**
Total Cost for Section 7 / Total Number Transactions Average for Section 7					**$**
Section 8 - Member Enrollment (X12.834) transactions (each processed)					
	$	**x**	**5**	**=**	**$**
Section 9 - Premium Payment (X12.820) transactions (each processed)					
	$	**x**	**5**	**=**	**$**
Total for Month 1					**$**

FOR STATE EVALUATION PURPOSES ONLY – DO NOT FILL IN – DO NOT SUBMIT WITH PROPOSAL

Month 2:					
EDI X12 Transaction	**Offeror's Rate**	**x**	**Number Transactions for Tier**	**=**	**Cost**
Section 1 - Claims (X12.837 P, I, D)					
up to 1,000,000 per month	$	**x**	**1,000,000**	**=**	**$**
volume of 1,000,001 to 1,250,000	$	**x**	**250,000**	**=**	**$**
volume of 1,250,001 to 1,500,000	$	**x**	**250,000**	**=**	**$**
volume of 1,500,001 to 1,750,000	$	**x**	**250,000**	**=**	**$**
volume of 1,750,001 to 2,000,000	$	**x**	**250,000**	**=**	**$**
volume above 2,000,000	$	**x**	**2,000,000**	**=**	**$**
		Total	**4,000,000**		
Total Cost for Section 1 / Total Number Transactions Average for Section 1					**$**
Section 2 - Unsolicited Claim Status (X12.U277), X12 Responses of TA1 and 997, Application Advice (X12.824)					N/A
Section 3 - Remittance Advice (X12.835) for non-pharmacy claims					N/A
Section 4 - Eligibility Queries & Responses (X12.270/271)					
up to 500,000 per month	$	**x**	**500,000**	**=**	**$**
volume of 500,001 to 1,000,000	$	**x**	**500,000**	**=**	**$**
volume of 1,000,001 to 1,500,000	$	**x**	**500,000**	**=**	**$**
volume of 1,500,001 to 2,000,000	$	**x**	**500,000**	**=**	**$**
volume above 2,000,000	$	**x**	**2,000,000**	**=**	**$**
		Total	**4,000,000**		
Total Cost for Section 4 / Total Number Transactions Average for Section 4					**$**
Section 5 - Claim Status Queries & Responses (X12.276/277)					
up to 500,000 per month	$	**x**	**500,000**	**=**	**$**
volume of 500,001 to 1,000,000	$	**x**	**500,000**	**=**	**$**
volume of 1,000,001 to 1,500,000	$	**x**	**500,000**	**=**	**$**
volume of 1,500,001 to 2,000,000	$	**x**	**500,000**	**=**	**$**
volume above 2,000,000	$	**x**	**2,000,000**	**=**	**$**
		Total	**4,000,000**		
Total Cost for Section 5 / Total Number Transactions Average for Section 5					**$**

FOR STATE EVALUATION PURPOSES ONLY – DO NOT FILL IN – DO NOT SUBMIT WITH PROPOSAL

Month 2 (Continued):					
EDI X12 Transaction	**Offeror's Rate**	**x**	**Number Transactions for Tier**	**=**	**Cost**
Section 6 - Healthcare Service Review Queries & Responses (X12.278Q/278R)					
up to 10,000 per month	$	**x**	**10,000**	**=**	**$**
				Average for Section 6	**$**
Section 7 - Pharmacy Remittance Advice (X12.835) for claims processed by ODJFS' pharmacy benefit processor					
up to 2,500,000 per month	$	**x**	**2,500,000**	**=**	**$**
volume of 2,500,001 to 3,000,000	$	**x**	**500,000**	**=**	**$**
volume above 3,000,001	$	**x**	**2,000,000**	**=**	**$**
		Total	**5,000,000**		
				Total Cost for Section 7 / Total Number Transactions Average for Section 7	**$**
Section 8 - Member Enrollment (X12.834) transactions (each processed)					
	$	**x**	**20**	**=**	**$**
Section 9 - Premium Payment (X12.820) transactions (each processed)					
	$	**x**	**20**	**=**	**$**
				Total for Month 2	**$**

Total for Month 1	**$**
Total for Month 2	**$**
Average	**$**
	⇩
Averaged Monthly Total for Cost Area Three (FOR EVALUATION ONLY)	**$**

FOR STATE EVALUATION PURPOSES ONLY – DO NOT FILL IN – DO NOT SUBMIT WITH PROPOSAL

SUPPLEMENTAL INFORMATION HEADER

The following pages contain supplemental information for this competitive document. The supplemental information is contained between this header and a trailer page. If you receive the trailer page, all supplemental information has been received.

If you do not receive the trailer page of this supplement, use the inquiry process described in the document to notify the Procurement Representative.

Note: portions of the supplemental information provided may or may not contain page numbers. The total number of pages indicated on the cover page does not include the pages contained in this supplement.

Supplement 1

W-9 Form

Form **W-9**
(Rev. March 1994)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Give form to the requester. Do NOT send to the IRS.

Please print or type

Name (If joint names, list first and circle the name of the person or entity whose number you enter in Part I below. **See instructions on page 2 if your name has changed.**)

Business name (Sole proprietors see instructions on page 2.)

Please check appropriate box: ☐ Individual/Sole proprietor ☐ Corporation ☐ Partnership ☐ Other ▶ ____________________

Address (number, street, and apt. or suite no.)

Requester's name and address (optional)

City, state, and ZIP code

Part I Taxpayer Identification Number (TIN)

List account number(s) here (optional)

Enter your TIN in the appropriate box. For individuals, this is your social security number (SSN). For sole proprietors, see the instructions on page 2. For other entities, it is your employer identification number (EIN). If you do not have a number, see **How To Get a TIN** below.

Note: *If the account is in more than one name, see the chart on page 2 for guidelines on whose number to enter.*

Social security number

OR

Employer identification number

Part II For Payees Exempt From Backup Withholding (See Part II instructions on page 2)

▶

Part III Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), **and**
2. I am not subject to backup withholding because: **(a)** I am exempt from backup withholding, or **(b)** I have not been notified by the Internal Revenue Service that I am subject to backup withholding as a result of a failure to report all interest or dividends, or **(c)** the IRS has notified me that I am no longer subject to backup withholding.

Certification Instructions.—You must cross out item **2** above if you have been notified by the IRS that you are currently subject to backup withholding because of underreporting interest or dividends on your tax return. For real estate transactions, item **2** does not apply. For mortgage interest paid, the acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. (Also see **Part III instructions** on page 2.)

Sign Here **Signature ▶** **Date ▶**

Section references are to the Internal Revenue Code.

Purpose of Form.—A person who is required to file an information return with the IRS must get your correct TIN to report income paid to you, real estate transactions, mortgage interest you paid, the acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA. Use Form W-9 to give your correct TIN to the requester (the person requesting your TIN) and, when applicable, (1) to certify the TIN you are giving is correct (or you are waiting for a number to be issued), (2) to certify you are not subject to backup withholding, or (3) to claim exemption from backup withholding if you are an exempt payee. Giving your correct TIN and making the appropriate certifications will prevent certain payments from being subject to backup withholding.

Note: *If a requester gives you a form other than a W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.*

What Is Backup Withholding?—Persons making certain payments to you must withhold and pay to the IRS 31% of such payments under certain conditions. This is called "backup withholding." Payments that could be subject to backup withholding include interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

If you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return, your payments will not be subject to backup withholding. Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester, or

2. The IRS tells the requester that you furnished an incorrect TIN, or

3. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or

4. You do not certify to the requester that you are not subject to backup withholding under 3 above (for reportable interest and dividend accounts opened after 1983 only), or

5. You do not certify your TIN. See the Part III instructions for exceptions.

Certain payees and payments are exempt from backup withholding and information reporting. See the Part II instructions and the separate **Instructions for the Requester of Form W-9.**

How To Get a TIN.—If you do not have a TIN, apply for one immediately. To apply, get **Form SS-5,** Application for a Social Security Number Card (for individuals), from your local office of the Social Security Administration, or **Form SS-4,** Application for Employer Identification Number (for businesses and all other entities), from your local IRS office.

If you do not have a TIN, write "Applied For" in the space for the TIN in Part I, sign and date the form, and give it to the requester. Generally, you will then have 60 days to get a TIN and give it to the requester. If the requester does not receive your TIN within 60 days, backup withholding, if applicable, will begin and continue until you furnish your TIN.

Note: *Writing "Applied For" on the form means that you have already applied for a TIN* ***OR*** *that you intend to apply for one soon.*

As soon as you receive your TIN, complete another Form W-9, include your TIN, sign and date the form, and give it to the requester.

Penalties

Failure To Furnish TIN.—If you fail to furnish your correct TIN to a requester, you are subject to a penalty of $50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil Penalty for False Information With Respect to Withholding.—If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a $500 penalty.

Criminal Penalty for Falsifying Information.— Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs.—If the requester discloses or uses TINs in violation of Federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Name.—If you are an individual, you must generally enter the name shown on your social security card. However, if you have changed your last name, for instance, due to marriage, without informing the Social Security Administration of the name change, please enter your first name, the last name shown on your social security card, and your new last name.

Sole Proprietor.—You must enter your **individual** name. (Enter either your SSN or EIN in Part I.) You may also enter your business name or "doing business as" name on the business name line. Enter your name as shown on your social security card and business name as it was used to apply for your EIN on Form SS-4.

Part I—Taxpayer Identification Number (TIN)

You must enter your TIN in the appropriate box. If you are a sole proprietor, you may enter your SSN or EIN. Also see the chart on this page for further clarification of name and TIN combinations. If you do not have a TIN, follow the instructions under **How To Get a TIN** on page 1.

Part II—For Payees Exempt From Backup Withholding

Individuals (including sole proprietors) are **not** exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends. For a complete list of exempt payees, see the separate Instructions for the Requester of Form W-9.

If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding. Enter your correct TIN in Part I, write "Exempt" in Part II, and sign and date the form. If you are a nonresident alien or a foreign entity not subject to backup withholding, give the requester a completed **Form W-8**, Certificate of Foreign Status.

Part III—Certification

For a joint account, only the person whose TIN is shown in Part I should sign.

1. Interest, Dividend, and Barter Exchange Accounts Opened Before 1984 and Broker Accounts Considered Active During 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, Dividend, Broker, and Barter Exchange Accounts Opened After 1983 and Broker Accounts Considered Inactive During 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item **2** in the certification before signing the form.

3. Real Estate Transactions. You must sign the certification. You may cross out item **2** of the certification.

4. Other Payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified of an incorrect TIN. Other payments include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services, payments to a nonemployee for services (including attorney and accounting fees), and payments to certain fishing boat crew members.

5. Mortgage Interest Paid by You, Acquisition or Abandonment of Secured Property, Cancellation of Debt, or IRA Contributions. You must give your correct TIN, but you do not have to sign the certification.

Privacy Act Notice

Section 6109 requires you to give your correct TIN to persons who must file information returns with the IRS to report interest, dividends, and certain other income paid to you, mortgage interest you paid, the acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA. The IRS uses the numbers for identification purposes and to help verify the accuracy of your tax return. You must provide your TIN whether or not you are required to file a tax return. Payers must generally withhold 31% of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to a payer. Certain penalties may also apply.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account [1]
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor [2]
4. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee [1]
b. So-called trust account that is not a legal or valid trust under state law	The actual owner [1]
5. Sole proprietorship	The owner [3]

For this type of account:	Give name and EIN of:
6. Sole proprietorship	The owner [3]
7. A valid trust, estate, or pension trust	Legal entity [4]
8. Corporate	The corporation
9. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
10. Partnership	The partnership
11. A broker or registered nominee	The broker or nominee
12. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity

[1] List first and circle the name of the person whose number you furnish.

[2] Circle the minor's name and furnish the minor's SSN.

[3] You must show your individual name, but you may also enter your business or "doing business as" name. You may use either your SSN or EIN.

[4] List first and circle the name of the legal trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.)

Note: *If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.*

☆U.S. GOVERNMENT PRINTING OFFICE: 1994 345-126

Supplement 2

Glossary

Glossary

148	*First Report of Injury, Illness, or Incident EDI transaction*
270	*Electronic Data Interchange Eligibility Inquiry Transaction*
271	*Electronic Data Interchange Eligibility Response Transaction*
274	*Provider Information EDI transaction*
275	*Claim Attachment*
276	*Electronic Data Interchange Claim Status Inquiry Transaction*
277	*Electronic Data Interchange Claim Status Response Transaction*
278	*Prior Authorization Inquiry and Response*
820	*Electronic Data Interchange Premium Payment Transaction*
824	*Electronic Data Interchange Claim Error Status Response Transaction*
834	*Electronic Data Interchange Enrollment Transaction*
835	*Electronic Data Interchange Remittance Transaction*
837	*Electronic Data Interchange Claim Transaction (I - Institutional, D - Dental, P - Professional)*
U277	*Electronic Data Interchange Claim Error Status Response Transaction*
997/999	*EDI Error Response Transaction*
TA1	*File Error Response Transaction*
AS1/AS2	*Applicability Statement1 and 2 are specifications for Electronic Data Interchange (EDI) communications between businesses*
Aircenter	*The ODJFS Aircenter Facility, located at 4200 East Fifth Avenue, Columbus, Ohio 43219.*
CMM	*The Capability Maturity Model for Software (also known as the CMM and SW CMM) has been a model for judging the maturity of the software processes of an organization for many years now. This model helps organizations identify the key practices required to help them increase the maturity of these processes.*

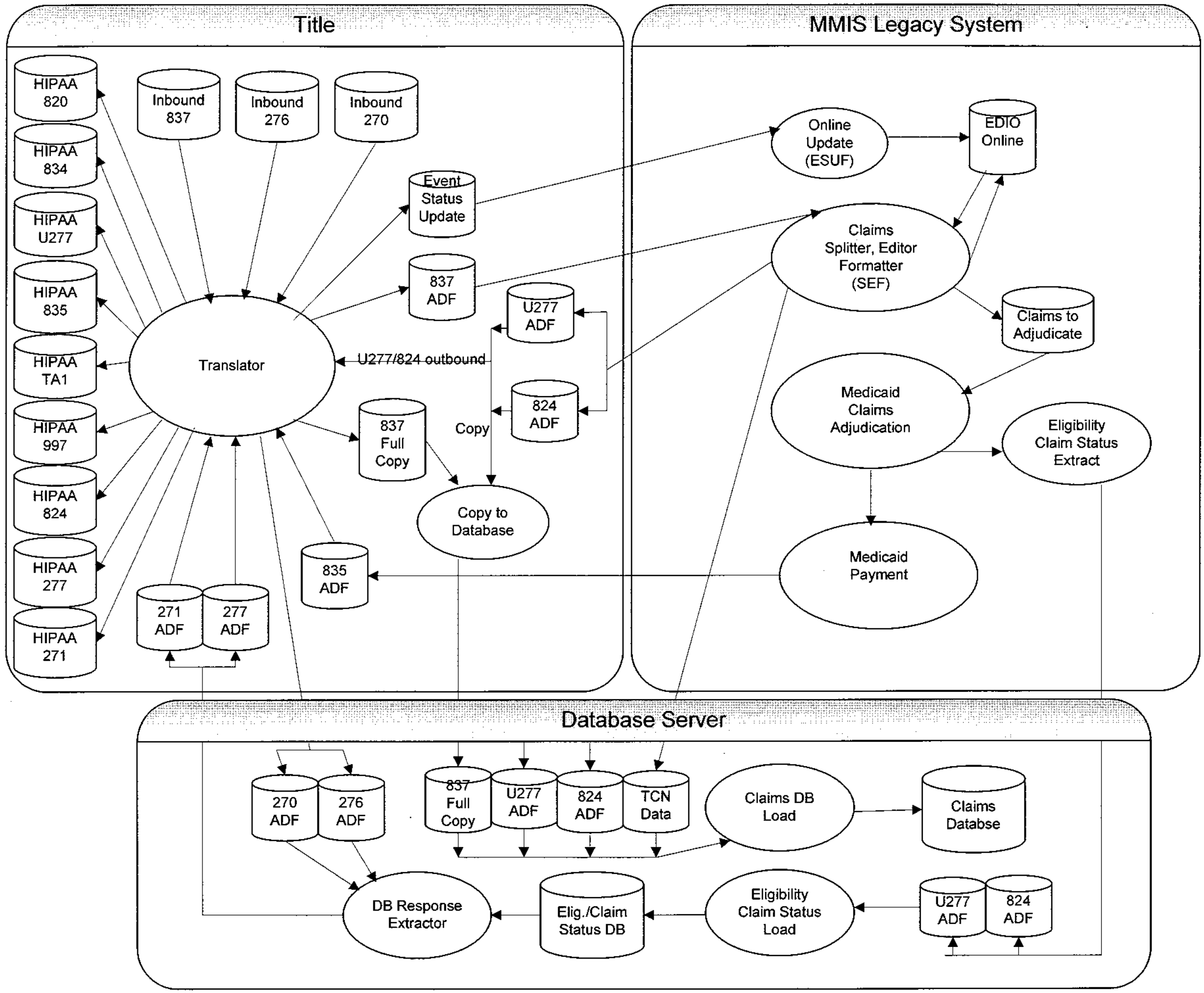
CMS	*Center for Medicare and Medicaid Studies, a part of the Department of Health and Human Services.*
DMZ	*Demilitarized zone, frequently used in data processing as a term for a Local Area Network accessible via the Internet but outside of the corporate firewall.*
DNS	*Domain Name Service*
ebXML	*Electronic business XML, A project jointly initiated by UN/CEFACT (= The United Nations body for Trade Facilitation and Electronic Business) and OASIS to standardize XML business specifications. ebXML intends to develop a technical framework that will enable XML to be utilized in a consistent manner for the exchange of all electronic business data.*
EDI	*Electronic Data Interchange*
FTP	*File Transfer Protocol*
HIPAA	*Health Insurance Portability and Accountability Act of 1996*
HIT	*Health Information Technology. A strategic framework promoted by the Department of Health and Human Services.*
HL7	*Health Level 7, Standards body for Healthcare Transactions*
HTTP(S)	*Hyper Text Transmission Protocol Secure*
JMS	*Java Messaging Server*
LOINC	*Logical Observation Identifiers Names and Codes*
MITA	*Medicaid Information Technology Architecture. A national framework to support improved systems development and health care management for the Medicaid enterprise.*
NCPDP	*National Council for Prescription Drug Programs*
OHP	*Ohio Health Plans*
OIT	*Ohio Office of Information Technology*
RDBMS	*Relational Database Management System*

RNIF	*RosettaNet Implementation Framework*
SOCC	*The State of Ohio Computer Center, located at 1320 Arthur E. Adams Rd, Columbus, Ohio 43221*
SDLC	*Software Development Life Cycle*
SME	*Subject Matter Expert*
Trading Partner	*Any entity, business, or individual who ODJFS has contractually agreed and approved to send and receive EDI to and from.*
VLDB	*Very Large Database*
X.12	*Accredited standards body for Electronic Data Interchange (EDI) in the United States.*
XML	*Extensible Mark Up Language*

Supplement 3

Data Flow

Conceptual Design



Supplement 4

Data Transaction

MMIS : PRODUCTION INTERFACE INPUT/OUTPUT MATRIX

Direction	Transaction	File Name ODJFS	Timing	Trigger Job	Days of Activity
To ODJFS	837 Production Data	DD DSN=WEDI.P.C.CLAIM.I837	6:00 PM Cut Off of File Delivery		Every Business Day
To ODJFS	837 Production Log	DD DSN=WEDI.P.C.CLAIM.LOG	6:00 PM Cut Off of File Delivery		Every Business Day
To ODJFS	837 Certification Data	DD DSN=WEDI.T.C.CLAIM.I837	2:00 PM Cut Off of File Delivery		Every Business Day
To ODJFS	837 Certification Log	DD DSN=WEDI.T.C.CLAIM.LOG	2:00 PM Cut Off of File Delivery		Every Business Day
From ODJFS	835 Production Data File	DD DSN=WEDI.P.A.REMIT.O835		CMEM forces out C:D Job after WEDI.P.A.REMIT.O835 is Cataloged in WMEDQW55	First Business Day of every week.
To ODJFS	835 Production Response File	DD DSN=WEDI.P.C.REMIT.O835			First Business Day of every week.
From ODJFS	835 Certification Data File	DD DSN=WEDI.T.A.REMIT.O835		CMEM forces out C:D Job after WEDI.T.A.REMIT.O835 is Cataloged in WEDIQC55	Every Business Day
To ODJFS	835 Certification Response File	DD DSN=WEDI.T.C.REMIT.O835			Every Business Day
From ODJFS	277 Accepted Production Data File	DD DSN=WEDI.P.A.ACCEPT.O277		Scheduled Every Business Day, Will Run between 1800 - 0730 and condition received WMEDQD26-ENDED-OK	Every Business Day
To ODJFS	277 Accepted Production Response File	DD DSN=WEDI.P.C..ACCEPT.O277			Every Business Day
From ODJFS	277 Accepted Certification Data File	DD DSN=WEDI.T.A.ACCEPT.O277		CMEM forces out C:D Job after WEDI.T.A.ACCEPT.O277 is Cataloged in WEDIQC26	Every Business Day
To ODJFS	277 Accepted Certification Response File	DD DSN=WEDI.T.C..ACCEPT.O277			Every Business Day
From ODJFS	277 Rejected Production Data File	DD DSN=WEDI.P.A.REJECT.O277		Scheduled Every Business Day, Will Run between 1800 - 0730 and condition received WMEDQD10-ENDED-OK	Every Business Day
To ODJFS	277 Rejected Production Response File	DD DSN=WEDI.P.C.REJECT.O277			Every Business Day
From ODJFS	277 Rejected Certification Data File	DD DSN=WEDI.T.A.REJECT.O277		CMEM forces out C:D Job after WEDI.T.A.REJECT.O277 is Cataloged in WEDIQC10	Every Business Day
To ODJFS	277 Rejected Certification Response File	DD DSN=WEDI.T.C.REJECT.O277			Every Business Day

MMIS : PRODUCTION INTERFACE INPUT/OUTPUT MATRIX

From ODJFS	824 Production Data File	DD DSN=WEDI.P.A.REJECT.O824		Scheduled Every Business Day, Will Run between 1800 - 0730 and condition received WMEDQD10-ENDED-OK	Every Business Day
To ODJFS	824 Production Response File	DD DSN=WEDI.P.C.REJECT.O824			Every Business Day
From ODJFS	824 Certification Data File	DD DSN=WEDI.T.A.REJECT.O824		CMEM forces out C:D Job after WEDI.T.A.REJECT.O824 is Cataloged in WEDIQC10	Every Business Day
To ODJFS	824 Certification Response File	DD DSN=WEDI.T.C.REJECT.O824			Every Business Day
From ODJFS	820 Production Data File	DD DSN=WEDI.P.A.HMOPAYMT.O820		JS010, PS060 of WMEDQM02 Forces out C:D Job. C:D Job will then run immediately.	Last Business Week of every Month
To ODJFS	820 Production Response File	DD DSN=WEDI.P.C.HMOPAYMT.O820			Last Business Week of every Month
From ODJFS	834 Production Data File	DD DSN=WEDI.P.A.HMOENROL.O834		JS010, PS010 of WMEDQM01 Forces out C:D Job. C:D Job will then run immediately.	Last Business Week of every Month
To ODJFS	834 Production Response File	DD DSN=WEDI.P.C.HMOENROL.O834			Last Business Week of every Month
From ODJFS	Eligibility CAR	DD DSN=WEDI.P.A.ELIGEXTR.CARRIER		Scheduled Every Business Day, Will Run between 1800 - 0730 and condition received WMEDQD67-ENDED-OK	Every Business Day plus runs on some Saturdays. HTP should check for multiple files on the weekends.
From ODJFS	Eligibility PRO	DD DSN=WEDI.P.A.ELIGEXTR.PROVIDER		Scheduled Every Business Day, Will Run between 1800 - 0730 and condition received WMEDQD67-ENDED-OK	Every Business Day plus runs on some Saturdays. HTP should check for multiple files on the weekends.
From ODJFS	Eligibility REC	DD DSN=WEDI.P.A.ELIGEXTR.RECIP		Scheduled Every Business Day, Will Run between 1800 - 0730 and condition received WMEDQD67-ENDED-OK	Every Business Day plus runs on some Saturdays. HTP should check for multiple files on the weekends.
From ODJFS	Eligibility TPL	DD DSN=WEDI.P.A.ELIGEXTR.TPL		Scheduled Every Business Day, Will Run between 1800 - 0730 and condition received WMEDQD67-ENDED-OK	Every Business Day plus runs on some Saturdays. HTP should check for multiple files on the weekends.
From ODJFS	Claim Status	DD DSN=WEDI.P.A.CLAIM.STATUS		Scheduled Every Business Day, Will Run between 1800 - 0730 and condition received WMEDQD65-ENDED-OK	Every Business Day
	ESUF Production Data File	DD DSN=WEDI.P.C.EVST.IESUF	6:00 PM Cut Off of File Delivery		Every Business Day

SUPPLEMENTAL INFORMATION TRAILER

This page is the last page of supplemental information for this competitive document. If you received this trailer page, all supplemental information has been received.

Note: portions of the supplemental information provided may or may not contain page numbers. The total number of pages indicated on the cover page does not include the pages contained in this supplement.